

AT&T Wholesale Agreement

Contract Number: 9792

CCCS 597 of 1253

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COLLOCATION - South Carolina														
CATEGORY	RATE ELEMENTS	Interl m	Zona	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B
						Rec	Nonrecurring Add'l	First	Nonrecurring Disconnect Add'l	SOMEK	SOMAN	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
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT			584.42						
	Physical Collocation - Copper Entrance Cable per Cable (OO manhole to vault splice)			CLO	PE1EA			1,136.597	42.808					
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB			18.14						
	Physical Collocation - Fiber Entrance Cable per Cable (OO manhole to vault splice)			CLO	PE1EC			940.866	42.808					
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED			7.256						
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS			594.27	1.21					
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM			833.26	1.21					
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1			1,058.00	1.21					
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU			536.56						
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV			536.56						
ADJACENT COLLOCATION														
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40								
	Adjacent Collocation - 2-Wire Cross-Connects			UEAUHLUDLUCL	PE1P2			12.32	11.83			6.04	5.45	
	Adjacent Collocation - 4-Wire Cross-Connects			UEAUHLUDLUCL	PE1P4	0.0527		12.42	11.90			6.40	5.74	
	Adjacent Collocation - DS1 Cross-Connects			UEAUHLUDLUCL	PE1P1	1.03		22.08	15.96			6.42	5.80	
	Adjacent Collocation - DS3 Cross-Connects			UEAUHLUDLUCL	PE1P3	14.00		20.94	15.23			7.38	5.93	
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.37		20.94	15.23			7.40	5.93	
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.53		28.61	19.90			9.73	8.26	
	Adjacent Collocation - Application Fee			CLOAC	PE1JB			1,580.20						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.67								
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33								
VIRTUAL COLLOCATION														
	Virtual Collocation - Application Fee			AMTFS	EAF			1,207.95				0.51		
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF			743.66						
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX			794.22	22.54					
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPIX	3.95								
	Virtual Collocation - Power, per used amp			AMTFS	ESPAV	9.19								
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66								
				UEANLU,UEAUDN,UEAEQ,UNCVX,										
	Virtual Collocation - 2-wire Cross Connects (loop)			UNCDCX,UNCNXX	UEAC2	0.0317		12.32	11.83			6.04	5.45	
				UEAUHLUDLUCL,UAL,UDN,UNCVX,										
	Virtual Collocation - 4-wire Cross Connects (loop)			UNCDCX	UEAC4	0.0634		12.42	11.90			6.40	5.74	
				UDL12,UDLO3,UT148,UT112,UT103,ULDO3,ULD12,ULD48,UDF										
	Virtual Collocation - 2-Fiber Cross Connects				CNC2F	2.86		20.94	15.23			7.40	5.93	

COLLOCATION - South Carolina																
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: B	
						Nonrecurring		Nonrecurring Disconnect Add'l	Incremental			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						SOME	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDL03, UT146, UT112, UT103, ULD03, ULD12, ULD48, UDF USLULC, ULR, UXTD1, UNC1X, ULDD1, UT1D1, USLEL, UNLD1, UEPEX, UEPDX USLUE3, UT1D3, UXTS1, UXTD3, UNC3X, UNC5X, ULDD3, UT1S1, ULDS1, UDL5X, UNLD3	CNC4F	5.71	25.61	19.90	9.73	8.26						
	Virtual collocation - Special Access & UNE, cross-connect per DS1				CNC1X	1.12	22.08	15.96	6.42	5.80						
	Virtual collocation - Special Access & UNE, cross-connect per DS3				CND3X	14.21	20.94	15.23	7.39	5.93						
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0022										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		536.56									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56									
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BA		760.98	489.20	133.29							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BB		327.65		189.54							
	Virtual Collocation Cable Records - DS1, per T1T1E			AMTFS	VE1BC		4.82		5.91							
	Virtual Collocation Cable Records - DS3, per T3T1E			AMTFS	VE1BD		2.26		2.77							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BE		7.90		9.68							
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	VE1BF		84.68		77.30							
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTBX		16.96	10.75								
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTOX		22.10	13.89								
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.23	17.02								
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02								
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1OR		77.71									

COLLOCATION - Tennessee													
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Attachment: 4			
						Nonrecurring First	Add'l	Nonrecurring First	Add'l	Sve Order Submitted Elec per LSR	Sve Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec				SOME	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION													
	Physical Collocation - Cageless - Application Fee			CLO	PE1CH			2,633.00					
	Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL			743.25					
	Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ			1,204.00					
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK			2.74					
	Physical Collocation - Space Preparation - Common Systems Modifications-Cageless, per square foot	I		CLO	PE1SL			2.95					
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	I		CLO	PE1SM			100.14					
	Physical Collocation - Cageless - Cable Installation Cost, per cable	I		CLO	PE1ZA			1,749.00					
	Physical Collocation - Cageless - Floor Space, per sq. ft.	I		CLO	PE1ZE			3.91					
	Physical Collocation - Floor Space, per sq. feet	I		CLO	PE1PJ			5.94					
	Physical Collocation - Cageless - Cable Support Structure, per Entrance Cable	I		CLO	PE1CJ			17.87					
	Physical Collocation - Cable Support Structure, per Entrance Cable	I		CLO	PE1PM			19.80					
	Physical Collocation - Cageless - Power, per Fused Amp	I		CLO	PE1ZC			6.79					
	Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1PL			8.87					
	Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR			400.10					
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FB			5.60					
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FD			11.22					
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE			16.82					
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG			38.64					
	Physical Collocation - 2-wire cross-connect, loop, provisioning	I		UNLX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2			0.033					
	Physical Collocation - Cageless - 2-Wire Cross-Connects	I		UNLX, UNCNX, UEA, UHL, UNCVX, UNCDX, UCL, UDL, UNCVX, UNCDX, UNCDX	PE1ZD			11.62					
	Physical Collocation - 4-wire cross-connect, loop, provisioning	I		UNLX, UNCNX, UEA, UHL, UNCVX, UNCDX, UCL, UDL, UNCVX, UNCDX	PE1P4			0.066					
	Physical Collocation - Cageless - 4-Wire Cross Connects	I		UNLX, UNCNX, UEA, UHL, UNCVX, UNCDX, UCL, UDL, UNCVX, UNCDX	PE1ZE			11.81					
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning	I		UNLX, UNCNX, UEA, UHL, UNCVX, UNCDX, UCL, UDL, UNCVX, UNCDX	PE1P1			53.27					
	Physical Collocation - Cageless - DS1 Cross Connects	I		UNLX, UNCNX, UEA, UHL, UNCVX, UNCDX, UCL, UDL, UNCVX, UNCDX	PE1ZF			32.22					
	Physical Collocation - DS3 Cross-Connect, provisioning	I		UNLX, UNCNX, UEA, UHL, UNCVX, UNCDX, UCL, UDL, UNCVX, UNCDX	PE1P3			52.37					

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COLLOCATION - Tennessee															
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Nonrecurring First	Add'l	Nonrecurring First	Add'l			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						SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cageless - Security Escort - Premium, per Half Hour							48.86	30.79						
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1ZO										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1BT			33.91	21.49						
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1OT			44.17	27.76						
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	I		CLO	PE1PT			54.42	34.02						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	I		CLO	PE1BV			33.00							
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1BQ			33.00							
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B1			52.00							
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit	I		CLO	PE1B3			52.00							
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	I		CLO	PE1BR			23.00							
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BP			23.00							
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BS			33.00							
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof	I		CLO	PE1BE			37.00							
	Physical Caged Collocation-App Cost(initial & sub)Planning, per request			CLO	PE1B7			592.00							
	Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1AC		16.16	2,903.66							
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed			CLO	PE1BB		4.32								
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed			CLO	PE1SN			142.40							
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed			CLO	PE1SO			185.72							
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1SP			242.05							
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S1		110.97								
	Physical Caged Collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1S5		55.49								
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CP		0.0156								
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1CQ		2.56	944.27							
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1FS		5.94								
	Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1CS		21.47								
	Physical Caged Collocation-Power-Power Consumption, per amp AC usage			CLO	PE1PN		3.55								
				CLO	PE1PO		2.03								

COLLOCATION - Tennessee																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: B		
						Rec	Nonrecurring				Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l
							First	Add'l								
				UE3.U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE12C	0.0475		7.68								
	Physical Caged Collocation-2-wire Cross Connects-Voice Grade cktls, per ckt.			UE3.U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE14C	0.0475		7.68								
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			UE3.U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE11S	7.68		41.65								
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			UE3.U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE11X	0.36		41.65								
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			UE3.U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE13S	53.96		296.03								
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			UE3.U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE13X	9.32		296.03								
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE1A2			76.10								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0013										
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE12H	0.0031										
	Physical Collocation - Cageless - Co-Carrier Cross Connects- Fiber Cable Support Structure, per cable			CLO	PE12K			555.03								
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0019										
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft.			CLO	PE1ZJ	0.0045										
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO	PE1ZL			555.03								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT			565.09								
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA			1,279.91	42.764							
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB			18.13								
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC			1,084.11	42.764							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED			7.252								

COLLOCATION - Tennessee													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				OSS Rates (\$)			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOME	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		555.03						
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		555.03						
ADJACENT COLLOCATION													
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656							
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53							
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.34	11.12	10.18	11.33	10.23	1.77	1.77	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.33	11.30	10.31	11.62	10.44	1.77	1.77	1.12
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.70	28.39	16.88	11.65	10.54	1.77	1.77	1.12
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	19.03	26.23	15.61	13.40	10.77	1.77	1.77	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78	1.77	1.77	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97	1.77	1.77	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81							
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64							
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45							
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30							
VIRTUAL COLLOCATION													
	Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00				2.07	2.81	0.67
	Virtual Collocation - Administrative Only - Application Fee	I		AMTFS	VE1AF		743.25						
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00				2.07	2.81	0.67
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91							
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79							
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87							
				UEANL,UEA,UDK,U									
				DG,UAL,UHL,UCL,U									
				EQ,UNCVX									
	Virtual Collocation - 2-wire Cross Connects (loop)			UNCDCX,UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66	2.07	2.81	0.67
				UEA,UHL,UCL,UDL,U									
				UAL,UDN,UNCVX	UEAC4	0.57	11.81	10.04	10.44	8.67	2.07	2.81	0.67
				UNCDCX									
	Virtual Collocation - 2-Fiber Cross Connects			UDL12,UDLO3,UT148,UT112,UT103,ULDO3,ULD12,ULD48,UDF	CNC2F	3.03	41.56	29.82	12.96	10.34	2.69	2.89	1.56
				UDL12,UDLO3,UT148,UT112,UT103,ULDO3,ULD12,ULD48,UDF	CNC4F	6.06	50.53	38.78	16.97	14.35	2.69	2.89	1.56
				USL,UCL,UCL,U									
				UXTD1,UNC1X,ULDD1,UT1D1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75	2.07	2.81	0.67
				USL,UE3,UT1D3,UXTS1,UXTD3,UNC3X,UNC3X,ULDD3,UT1T1,ULDS1,UDLSX,UNLD3									
	Virtual collocation - Special Access & UNE, cross-connect per DS1												
	Virtual collocation - Special Access & UNE, cross-connect per DS3												

COLLOCATION - Tennessee																
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)					Attachment: 4			Exhibit: B		
						Nonrecurring First	Add'l	Nonrecurring First	Add'l	SOMEK	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st	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
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC	555.03									0.67	1.41
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE	555.03									0.67	1.41
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	1,711.00										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	925.06										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	18.05										
	Virtual Collocation Cable Records - DS1, per T1T1E			AMTFS	VE1BD	8.45										
	Virtual Collocation Cable Records - DS3, per T3T1E			AMTFS	VE1BE	28.57										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	279.42										
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX	33.15								2.07	2.81	0.67
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX	41.50								2.07	2.81	0.67
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX	49.86								2.07	2.81	0.67
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX	30.64								2.07	2.81	0.67
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	35.77								2.07	2.81	0.67
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM	40.90								2.07	2.81	0.67
	Virtual Collocation - Request Resend of OFA Information, per CLI			AMTFS	VE1OB	77.67										

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where Level 3 is utilizing its own switch, Level 3 shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
- 1.2 Where BellSouth provides local switching or resold services to Level 3, BellSouth will provide Level 3 with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Level 3 acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Level 3 may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Level 3) telephone numbers per rate center if the following conditions are met:
 - 1.2.1 Level 3 must: (1) indicate that all of the intermediate numbers currently held by Level 3 in each rate center where Level 3 will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where Level 3 will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Level 3 in the rate center where Level 3 is requesting telephone numbers has reached at least 70%. The above information will be provided by Level 3 by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where Level 3 will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Level 3 to End Users by the total number of intermediate numbers held by Level 3 in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).
 - 1.2.2 If fulfilling Level 3's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy Level 3's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy Level 3's

request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by Level 3 for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

1.2.3 Level 3 agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.2 above.

1.3 Level 3 acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that Level 3 cancel all or a portion of its unassigned intermediate numbers. Level 3 consent to BellSouth's request shall not be unreasonably withheld.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 End User Line Charge. Where Level 3 subscribes to BellSouth's local switching, BellSouth shall bill and Level 3 shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

2.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).

2.4 Network Architecture. The parties agree to adhere to applicable FCC Rules and Orders governing LNP network architecture.

2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

2.6 N-1 Query. The parties agree to adhere to applicable FCC Rules and Orders governing LNP N-1 queries.

2.7 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 Service Record (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.

- 2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. BellSouth and Level 3 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 Level 3 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 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.
- 2.9 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported, and 2) provides for the new service provider to be in control of when a number ports.
- 2.11 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.12 BellSouth and Level 3 will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 3.1 The terms, conditions and rates for OSS are as set forth in Attachments 1 and 2.

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

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

1.1 BellSouth shall provide to Level 3 nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Level 3 can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide Level 3 with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's interconnection website and are incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate access requests for both current and projected demand of Level 3 and other CLECs in the aggregate.

1.2 BellSouth shall provision services during its regular working hours, as provided at BellSouth's interconnection website. To the extent Level 3 requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Level 3, BellSouth will not assess Level 3 additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide Level 3 nondiscriminatory access to its OSS and the necessary information contained therein in order that Level 3 can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Level 3 to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Level 3's access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference.

2.1.1 Pre-Ordering BellSouth will provide electronic access to its OSS and the information contained therein in order that Level 3 can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces

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whose specifications for access and use are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Level 3 will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Level 3 shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Level 3 shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Level 3 shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Level 3 will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit Level 3's access to customer record information. If a BellSouth audit of Level 3's access to customer record information reveals that Level 3 is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Level 3 may take corrective action, including but not limited to suspending or terminating Level 3's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.1.3 Ordering BellSouth will make available to Level 3 electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Level 3 will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

2.1.4 Maintenance and Repair BellSouth will make available to Level 3 electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Level 3 will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Level 3 agree to adhere to BellSouth's Operational

Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's interconnection website.

2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.3 BellSouth's Versioning Policy for Electronic Interfaces BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to Level 3, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.4 Rates Charges for use of OSS shall be as set forth in this Agreement.

3. MISCELLANEOUS

3.1 Pending Orders Orders placed in the hold or pending status by Level 3 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, Level 3 shall be required to submit a new service request. Incorrect or invalid requests returned to Level 3 for correction or clarification will be held for thirty (30) days. If Level 3 does not return a corrected request within thirty (30) days, BellSouth will cancel the request.

3.2 Single Point of Contact Level 3 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Level 3 to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Level 3 and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by Level 3 to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify Level 3 that such a request has been processed but will not be required to notify Level 3 in advance of such processing.

- 3.2.1 Neither BellSouth nor Level 3 shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 After obtaining the CSR under the process described in Sections 2.1.1 and 2.1.2 above, the acquiring carrier submits a Local Service Request (LSR) to the existing carrier in accordance with the existing carrier's requirements for LSRs. As appropriate, BellSouth will return to Level 3 a Firm Order Confirmation (FOC) or a rejection/clarification within the intervals as specified per the Service Quality Measurement (SQM) set forth in Attachment 9 of this Agreement. Level 3 shall return a FOC to BellSouth within thirty-six (36) hours after Level 3's receipt from BellSouth of a valid LSR. Level 3 shall provide a reject response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.
- 3.3 Use of Facilities When a customer of Level 3 elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Level 3 by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify Level 3 that such a request has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges If Level 3 cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if Level 3 places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where Level 3 places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth

cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Level 3 may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Level 3 elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup provided that BellSouth processed the LSR in accordance with Section 2 of this Attachment.

- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by Level 3, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

Attachment 7
Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to Level 3 under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.

1.1.1 For any service(s) BellSouth receives from Level 3, Level 3 shall bill BellSouth in CBOS format. For those services where standards have not yet been developed, Level 3's billing format will change as necessary when standards are finalized by the applicable industry forum.

1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.

1.1.3 BellSouth will render bills each month on established bill days for each of Level 3's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the appropriate tariff rate.

1.1.4 BellSouth will bill Level 3 in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Level 3, and Level 3 will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.

1.1.5 BellSouth will not perform billing and collection services for Level 3 as a result of the execution of this Agreement.

1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective

rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, Level 3 will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable.

If Level 3 established a Master Account with BellSouth under a prior interconnection agreement and will use that Master Account information (and no other), this section shall not apply

Notwithstanding anything to the contrary in this Agreement, Level 3 may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from Level 3.

- 1.2.1 OCN. If Level 3 needs to change its OCN(s) under which it operates when Level 3 has already been conducting business utilizing those OCN(s), Level 3 shall bear all costs incurred by BellSouth to convert Level 3 to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Level 3's End User customer records and will be handled by the BFR/NBR process.

- 1.2.2 Payment Responsibility. Except as provided in section 2 herein, Payment of all charges will be the responsibility of Level 3. Level 3 shall make payment to BellSouth for all services billed. Payments made by Level 3 to BellSouth as payment on account will be credited to Level 3's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between Level 3 and Level 3's customer.

- 1.3 Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.

- 1.4 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or

holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.

- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to Level 3 will not include those taxes or fees from which Level 3 is exempt. Level 3 will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the End User of Level 3.
- 1.6 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be calculated by multiplying the portion of the payment not received by the payment due date by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, Level 3 may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to Level 3. The procedures for discontinuing service to Level 3 are as follows:
- 1.7.1 BellSouth reserves the right to suspend or possibly terminate service to Level 3 without notification to Level 3 in the event of immediate threat to the BellSouth or Level 3 facilities or services, illegal activity, or harmful or abusive use of BellSouth facilities or services. In the event of any other violation or noncompliance by Level 3 of the rules and regulations of BellSouth's tariffs, BellSouth must provide seven (7) days written notice prior to suspension or termination of service. If Level 3 should cure the alleged violation within the applicable notice time frame, BellSouth shall not suspend or terminate service.
- 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment of undisputed amounts. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to Level 3 that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth will provide written notice to the person designated by Level 3 to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Level 3 if payment of such amounts, and all other amounts not in dispute that become past due before

discontinuance, is not received by the thirtieth day following the date of the initial notice. BellSouth may provide all written notices at the same time.

- 1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 Discontinuance of service on Level 3's account will effect a discontinuance of service to Level 3's End Users. BellSouth will reestablish service for Level 3 upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Level 3 is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after Level 3's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, Level 3's service will be disconnected.
- 1.8 Deposit Policy.
 - 1.8.1 Level 3 shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness, unless satisfactory credit has already been established. Based on the results of any BellSouth credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit.
 - 1.8.2 Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Level 3. Any such security deposit shall in no way release Level 3 from its obligation to make complete and timely payments of its bill.
 - 1.8.3 Level 3 shall pay any applicable deposits prior to the inauguration of service. To the extent not required as of the effective date of this agreement, Level 3 shall not be required to furnish a security deposit or letter of credit to BellSouth absent an adverse material change in financial circumstances would so warrant and/or gross monthly billing has increased substantially beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Level 3's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
 - 1.8.4 Security deposits collected under this Section shall not exceed two months' estimated billing.

1.8.5 In the event Level 3 fails to remit to BellSouth any deposit requested pursuant to this Section, service to Level 3 may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to Level 3's account(s). In the event Level 3 defaults on its account, service to Level 3 will be terminated in accordance with the terms of Section 1.7 and any security deposits will be applied to Level 3's account.

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Level 3, shall be forwarded to the individual and/or address provided by Level 3 in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Level 3 as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from Level 3 to BellSouth's billing organization, the notice of discontinuance of services purchased by Level 3 under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDs) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. Level 3 shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party in good faith, and supported by written documentation as set forth in Section 2.1 above, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute,

nor shall a billing dispute include the refusal to pay other undisputed amounts owed by the billed Party until the dispute is resolved. Level 3 may withhold disputed amounts until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved ultimately in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute and including any late payments applied to the disputed amounts, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute in accordance with this section 2. In the event the billing dispute is ultimately resolved in favor of the disputing party, the disputing Party shall not be liable for any of the disputed amounts or any of the associated late payments

- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff.

3. RAO HOSTING

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Level 3 by BellSouth will be in accordance with the methods and practices regularly 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.
- 3.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to Level 3 on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

- 3.4 Level 3 must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Level 3 must request that BellSouth establish a unique hosted RAO code for Level 3.
- Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.5 BellSouth will receive messages from Level 3 that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. Level 3 shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 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 Level 3.
- 3.7 All data received from Level 3 that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from Level 3 that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Level 3 and will forward them to Level 3 on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and Level 3 will be via CONNECT:Direct or Secure File Transfer Protocol (FTP).
- 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit and coordinating the installation with BellSouth. Level 3 is responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the Level 3 end for the purpose of data transmission will be the responsibility of Level 3.

- 3.10.2 If Level 3 utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of Level 3.
- 3.11 All messages and related data exchanged between BellSouth and Level 3 will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 Level 3 will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for Level 3 to send data to BellSouth more than sixty (60) days past the message date(s), Level 3 will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Level 3, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Level 3, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Level 3 of the error. Level 3 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, Level 3 will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide Level 3 with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 Deleted
- 3.18 Intercompany Settlements Messages
- 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Level 3 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 Level 3 and the involved company(ies), unless that company is participating in NICS.

- 3.18.2 Both traffic that originates outside the BellSouth region by Level 3 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Level 3, is covered by CATS. Also covered is traffic that either is originated by or billed by Level 3, involves a company other than Level 3, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.18.3 Once Level 3 is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of Level 3. BellSouth will distribute copies of these reports to Level 3 on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of Level 3. BellSouth will distribute copies of these reports to Level 3 on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by Level 3 from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of Level 3. BellSouth will remit the revenue billed by Level 3 to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Level 3. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Level 3 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by Level 3 within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Level 3. BellSouth will remit the revenue billed by Level 3 within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Level 3 via a monthly CABS miscellaneous bill.
- 3.18.8 BellSouth and Level 3 agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from Level 3, BellSouth will provide the Optional Daily Usage File (ODUF) service to Level 3 pursuant to the terms and conditions set forth in this section.
- 4.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The ODUF feed will contain messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Level 3 customer.
- 4.4 Charges for the ODUF will appear on Level 3s' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Level 3 will be billed at the ODUF rates that are in effect at the end of the previous month.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems, as determined by Level 3 BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the ODUF feed.
 - 4.7.1 ODUF Messages to be Transmitted
 - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:
 - 4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
 - 4.7.1.1.2 Measured billable Local
 - 4.7.1.1.3 Directory Assistance messages
 - 4.7.1.1.4 IntraLATA Toll
 - 4.7.1.1.5 WATS and 800 Service
 - 4.7.1.1.6 N11
 - 4.7.1.1.7 Information Service Provider Messages
 - 4.7.1.1.8 Operator Services Messages

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- 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
- 4.7.1.1.10 Credit/Cancel Records
- 4.7.1.1.11 Usage for Voice Mail Message Service
- 4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Level 3.
- 4.7.1.4 In the event that Level 3 detects a duplicate on ODUF they receive from BellSouth, Level 3 will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
 - 4.7.2.1 ODUF will be distributed to Level 3 via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 4.7.2.3 If Level 3 utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Level 3.
- 4.7.3 ODUF Packing Specifications
 - 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO that is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 ODUF Pack Rejection

4.7.4.1 Level 3 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.

4.7.5 ODUF Control Data

4.7.5.1 Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Level 3 for reasons stated in the above section.

4.7.6 ODUF Testing

4.7.6.1 Upon request from Level 3, BellSouth shall send ODUF test files to Level 3. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that Level 3 set up a production (live) file. The live test may consist of Level 3's employees making test calls for the types of services Level 3 requests on ODUF. These test calls are logged by Level 3, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. ACCESS DAILY USAGE FILE

5.1 Upon written request from Level 3, BellSouth will provide the Access Daily Usage File (ADUF) service to Level 3 pursuant to the terms and conditions set forth in this section.

5.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that Level 3 has purchased from BellSouth

5.4 Charges for ADUF will appear on Level 3's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Level 3 will be billed at the ADUF rates that are in effect at the end of the previous month.

5.5 Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored

messages that prevent processing by Level 3 within its systems as determined by Level 3, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.

- 5.6 ADUF Messages To Be Transmitted
 - 5.6.1 The following messages recorded by BellSouth will be transmitted to Level 3:
 - 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
 - 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
 - 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Level 3.
 - 5.6.3 In the event that Level 3 detects a duplicate on ADUF they receive from BellSouth, Level 3 will drop the duplicate message and will not return the duplicate to BellSouth.
 - 5.6.4 ADUF Physical File Characteristics
 - 5.6.4.1 ADUF will be distributed to Level 3 via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 5.6.4.3 If Level 3 utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Level 3.
 - 5.6.5 ADUF Packing Specifications
 - 5.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO is sending the message. BellSouth and Level 3 will use the invoice sequencing to

control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.6 ADUF Pack Rejection

5.6.6.1 Level 3 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.

5.6.7 ADUF Control Data

5.6.7.1 Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Level 3 for reasons stated in the above section.

5.6.8 ADUF Testing

5.6.8.1 Upon request from Level 3, BellSouth shall send a test file of generic data to Level 3 via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)

6.1 Upon written request from Level 3, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Level 3 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

6.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

6.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

6.4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on Level 3's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Level 3 will be billed at the EODUF rates that are in effect at the end of the previous month.

- 6.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.6 Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems as determined by Level 3, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.
- 6.7 The following specifications shall apply to the EODUF feed.
 - 6.7.1 Usage To Be Transmitted
 - 6.7.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:
 - 6.7.1.1.1 Customer usage data for flat rated local call originating from Level 3's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 6.7.1.1.2 Date of Call
 - 6.7.1.1.3 From Number
 - 6.7.1.1.4 To Number
 - 6.7.1.1.5 Connect Time
 - 6.7.1.1.6 Conversation Time
 - 6.7.1.1.7 Method of Recording
 - 6.7.1.1.8 From RAO
 - 6.7.1.1.9 Rate Class
 - 6.7.1.1.10 Message Type
 - 6.7.1.1.11 Billing Indicators
 - 6.7.1.1.12 Bill to Number
 - 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Level 3.
 - 6.7.1.3 In the event that Level 3 detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth).

6.7.2 Physical File Characteristics

6.7.2.1 The EODUF feed will be distributed to Level 3 over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Level 3's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

6.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Level 3's end for the purpose of data transmission will be the responsibility of Level 3.

6.7.3 Packing Specifications

6.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/CMD5 - Alabama										
CATEGORY	RATE ELEMENTS	Interim	BCS	USOC	RATES (\$)			Attachment: 7		
					Nonrecurring	First	Nonrecurring Disconnect	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
					Rec	First	Add'l	SOME	SOMAN	SOMAN
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.										
ODUF/ADUF/CMD5										
ACCESS DAILY USAGE FILE (ADUF)										
	ADUF: Message Processing, per message				0.007037					
OPTIONAL DAILY USAGE FILE (ODUF)										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.000113					
	ODUF: Recording, per message				0.000011					
	ODUF: Message Processing, per message				0.004101					
	ODUF: Message Processing, per Magnetic Tape provisioned				42.67					
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.000094					
	CMD5: Message Processing, per message				0.004					
	CMD5: Data Transmission (CONNECT:DIRECT), per message				0.001					

ODUF/ADUF/CMD5 - Florida														Exhibit: A		
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Exhibit: A		
						Nonrecurring		Nonrecurring 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 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						First	Add'l	First	Add'l							
ODUF/ADUF/CMD5	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message															
	ADUF: Data Transmission (CONNECT:DIRECT), per message															
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message															
	ODUF: Message Processing, per message															
	ODUF: Message Processing, per Magnetic Tape provisioned															
	ODUF: Data Transmission (CONNECT:DIRECT), per message															
	CMD5: Message Processing, per message															
	CMD5: Data Transmission (CONNECT:DIRECT), per message															
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.																

ODUF/ADUF/CMD5 - Georgia															
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Exhibit: A	
						Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		
						First	Add'l	First	Add'l					SOMAN	SOMAN
							Rec					SOMECH	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMD5															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message						0.007713								
	ADUF: Data Transmission (CONNECT:DIRECT), per message						0.00013027								
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message						0.00000568								
	ODUF: Message Processing, per message						0.002167								
	ODUF: Message Processing, per Magnetic Tape provisioned						36.06								
	ODUF: Data Transmission (CONNECT:DIRECT), per message						0.00010856								
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)															
	CMD5: Message Processing, per message						0.004								
	CMD5: Data Transmission (CONNECT:DIRECT), per message						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.															

ODUF/ADUF/CMD5 - Kentucky															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Exhibit: A	
						Nonrecurring		Nonrecurring Disconnect	OSS Rates (\$)			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		
						First	Add'l		First					Add'l	SOMAN
							Rec								
ODUF/ADUF/CMD5															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message						0.001857								
	ADUF: Data Transmission (CONNECT:DIRECT), per message						0.00012447								
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message						0.0000136								
	ODUF: Message Processing, per message						0.002506								
	ODUF: Message Processing, per Magnetic Tape provisioned						35.90								
	ODUF: Data Transmission (CONNECT:DIRECT), per message						0.00010372								
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)															
	CMD5: Message Processing, per message						0.004								
	CMD5: Data Transmission (CONNECT:DIRECT), per message						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.															

ODUF/ADUF/CMD5 - Louisiana															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Exhibit: A	
						Nonrecurring		Disconnect				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st		
						First	Add'l	First	Add'l						
						Rec						SOMEc	SOMAN	SOMAN	SOMAN

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ODUF/ADUF/CMDS - North Carolina														Exhibit: A	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Nonrecurring		Nonrecurring Disconnect First	Add'l						
						First	Add'l								
						Rec				SOME	SOMAN	SOMAN	SOMAN		SOMAN
ODUF/ADUF/CMDS															SOMAN
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.01435									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001277									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0003									
	ODUF: Message Processing, per message					0.0032									
	ODUF: Message Processing, per Magnetic Tape provisioned					54.61									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00004									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					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.															

ODUF/ADUF/CMDS - South Carolina														Exhibit: A		
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Exhibit: A		
						Nonrecurring		First	Add'l			Nonrecurring Disconnect Add'l	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	Add'l									
ODUF/ADUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message					0.008061										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013036										
OPTIONAL DAILY USAGE FILE (ODUF)																
ODUF: Recording, per message						0.0000216										
ODUF: Message Processing, per message						0.004704										
ODUF: Message Processing, per Magnetic Tape provisioned						48.87										
ODUF: Data Transmission (CONNECT:DIRECT), per message						0.00010863										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
CMDS: Message Processing, per message						0.004										
CMDS: Data Transmission (CONNECT:DIRECT), per message						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.																

ODUF/ADUF/CMD5 - Tennessee													8			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7			Exhibit: A	
						Nonrecurring First	Add'l	Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st		
								Rec	First							Add'l
ODUF/ADUF/CMD5																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message							0.0158054								
	ADUF: Data Transmission (CONNECT:DIRECT), per message							0.0001387								
OPTIONAL DAILY USAGE FILE (ODUF)																
ODUF: Recording, per message								0.0000044								
ODUF: Message Processing, per message								0.0027366								
ODUF: Message Processing, per Magnetic Tape provisioned								52.75								
ODUF: Data Transmission (CONNECT:DIRECT), per message								0.0000339								
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)																
CMD5: Message Processing, per message								0.004								
CMD5: Data Transmission (CONNECT:DIRECT), per message								0.001								
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Version 1Q03: 02/28/03

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Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements

Version 1Q03: 04/11/03

CCCS 647 of 840

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. The following Service Quality Measurements (SQM) plan adopted by the Florida Commission on February 14, 2002, as it presently exists and as it may be modified in the future, is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

BellSouth Service Quality Measurement Plan (SQM)

Tennessee Performance Metrics

**Measurement Descriptions
Version 1.00**

Issue Date: December 1, 2002

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 their 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), the Florida Public Service Commission Order (Docket 000121-TP), 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.

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 Tennessee Regulatory Authority.

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: <http://pmap.bellsouth.com> in the Documentation/Exhibits folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<http://pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. The 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. Validated SEEM reports will be posted on the 15th of the following month. SEEM 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 will be posted on the last day of the month. Final validated SEEM reports will be posted and payments mailed on the 15th of the following month. BellSouth shall retain the performance measurement raw data files for a period of 18 months and further retain the monthly reports produced in PMAP for a period of three years.

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 Tennessee Regulatory Authority has access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the TRA 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

Syntactically incorrect queries.

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 date/time stamp shall begin when BST receives a query at the BellSouth Gateway and shall end when the query is transmitted from the BST Gateway (applies to both TAG and LENS). For BellSouth, the response interval starts when the client application (RNS or ROS) 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

- Interface Type
- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Legacy Contract (per reporting dimension)• Response Interval• Regional Scope	<ul style="list-style-type: none">• Report Month• Legacy Contract (per reporting dimension)• Response Interval• Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • 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. • CRIS (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information. • 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. 	<ul style="list-style-type: none"> • 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-DDI	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-DDI	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
CRIS	CRSECSRL	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-DDI	Schedule	x	x	x	x	x
CRIS	TAG-CSR	CSR	x	x	x	x	x
P/SIMS	PSIM/ORB	Feature/Service	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • 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. • CRIS (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information. • 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. 	<ul style="list-style-type: none"> • 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	
CRSEC'SRL		LENS
TAG-CSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB, COFFI		LENS, TAG

OSS-2: Interface Availability (Pre-Ordering/Ordering)

Definition

Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured. ("Functional Availability" is the amount of time in hours during the reporting period that the legacy systems are available to users. The planned System Scheduled Availability is the time in hours per day that the legacy system is scheduled to be available.)

Scheduled availability is posted on the ICS Operations internet site: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

None

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 calculation for this measure. Full outages are defined as occurrences of either of the following:

- Application/Interface 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 BellSouth entities are given comparable opportunities for use of pre-ordering and ordering systems.

(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)

Calculation

Interface Availability (Pre-Ordering/Ordering) = (a ÷ b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month <ul style="list-style-type: none"> • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime 	Report Month <ul style="list-style-type: none"> • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	x
SOG	CLEC	x
DOM	CLEC	x
DOE	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
RNS	BellSouth	x
ROS	BellSouth	x

OSS-2: Interface Availability (Pre-Ordering/Ordering)

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

SEEM OSS Interface Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x

OSS Interface	Applicable to	% Availability
TAG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	x
SOG	CLEC	x
DOM	CLEC	x

OSS-2: Interface Availability (Pre-Ordering/Ordering)

OSS-3: Interface Availability (Maintenance & Repair)

Definition

This measures the percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BellSouth interface systems and for the legacy systems accessed by them are captured.

Scheduled availability is posted on the ICS Operations internet site: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

None

Business Rules

This measure is designed to compare the OSS availability versus scheduled availability of BellSouth's legacy systems.

Note: Only full outages are used in the calculation of Application Availability. A full outage is incurred when any of the following circumstances exists:

- The application or system is down.
- The application or system is inaccessible, for any reason, by the customers who normally access the application or system.
- More than one work center cannot access the application or system for any reason.
- When only one work center accesses an application or system and 40% or more of the clients in that work center cannot access the application.
- When 40% of the functions the clients normally perform or 40% of the functionality that is normally provided by an application or system is unavailable.

(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m. through 9:00 p.m. Monday through Friday.)

Calculation

OSS Interface Availability $(a \div b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPDM • ECTA 	<ul style="list-style-type: none"> • Availability of BellSouth TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPDM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Regional Level 	<ul style="list-style-type: none"> • $\geq 99.5\%$

OSS Interface Availability (M&R)

OSS Interface	% Availability
BellSouth TAFI	X
CLEC TAFI	X
CLEC ECTA	X
BellSouth & 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

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-3: Interface Availability (Maintenance & Repair)

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, > 10, or > 30 seconds.

Average Interval = (e ÷ f)

- e = Sum of Response Intervals
- f = Number of Queries Submitted in the Reporting Period

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	SQM Analog/Benchmark
• Regional Level	• Average Interval

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count					
		≤ 4	> 4 ≤ 10	≤ 10	> 10	> 30	Avg. Int.
CRIS	x	x	x	x	x	x	x
DLETH	x	x	x	x	x	x	x
DLR	x	x	x	x	x	x	x
LMOS	x	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x	x
LNP	x	x	x	x	x	x	x
MARCH	x	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x	x
Predictor	x	x	x	x	x	x	x
SOCS	x	x	x	x	x	x	x
NIW	x	x	x	x	x	x	x

OSS-4: Response Interval (Maintenance & Repair)

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• Average Interval

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.
- Weekends 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 a valid 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.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

Response Interval = (a - b)

- a = Date the LMUSI returned to CLEC
- b = Date 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 Performance
<ul style="list-style-type: none"> • Report Month • Total Number of Inquiries • SI Intervals • State and Region 	

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 95% ≤ 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 95% ≤ 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.

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 the 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 Performance
<ul style="list-style-type: none"> Report Month Legacy Contract Response Interval Regional Scope 	<ul style="list-style-type: none"> Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> Loop 	Benchmark <ul style="list-style-type: none"> 95% ≤ 1 Minute

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> Loop 	<ul style="list-style-type: none"> 95% ≤ 1 Minute

PO-2: Loop Make Up - Response Time - Electronic

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time a Message/LSR is electronically submitted via EDI or TAG until an acknowledgement notice is sent by the system.

Exclusions

None

Business Rules

The process includes EDI & TAG system functional acknowledgements for all Local Service Requests (LSRs) which are electronically submitted by the CLEC. The start time is the receipt time of the LSR 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). For those CLECs using EDI, 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.

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, via EDI or TAG respectively, in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific
- 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 LSRs in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record of Functional Acknowledgements 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • EDI 	<ul style="list-style-type: none"> • EDI – 95% ≤ 30 Minutes
<ul style="list-style-type: none"> • TAG 	<ul style="list-style-type: none"> • TAG – 95% ≤ 30 Minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • EDI 	<ul style="list-style-type: none"> • EDI – 95% ≤ 30 Minutes
<ul style="list-style-type: none"> • TAG 	<ul style="list-style-type: none"> • TAG – 95% ≤ 30 Minutes

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of Messages/LSRs received via EDI or TAG, which are acknowledged electronically.

Exclusions

Manually submitted LSRs

Business Rules

EDI and TAG send Functional Acknowledgements for all LSRs, which are electronically submitted by a CLEC. For those CLECs using EDI, 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 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 Messages/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted Messages/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - Region

Note: Acknowledgement message is generated before the system recognizes whether this message (LSR) will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record of functional acknowledgements 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • Benchmark: 100%

O-2: Acknowledgement Message Completeness

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 for Percent Flow-Through only
- CLEC System Fallout

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 (Indentations and Captions) |
| 7. Expedites (requested by the CLEC) | |

* See "LSR Flow-Through Matrix" on page 15. 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 LCSC 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
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Caused System Fallout • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type <ul style="list-style-type: none"> - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM 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

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-3: Percent Flow-Through Service Requests (Summary)

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 for Percent Flow-Through only
- CLEC System Fallout

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 (Indentations and Captions) |
| 7. Expedites (requested by the CLEC) | |

* See "LSR Flow-Through Matrix" on page 15. 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 LCSC 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

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
<ul style="list-style-type: none"> • Report Month • Total Number of Lsrs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Errors • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type <ul style="list-style-type: none"> - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%

SQM Level of Disaggregation	SQM Analog/Benchmark ^a
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

O-4: Percent Flow-Through Service Requests (Detail)

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
<ul style="list-style-type: none"> • Report Month • Total Number of Lsrs Received • Total Number of Errors by Type (by Error Code) <ul style="list-style-type: none"> - CLEC caused error 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type (by Error Code) <ul style="list-style-type: none"> - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-5: Flow-Through Error Analysis

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

Not Applicable

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 Performance
<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-6: CLEC LSR Information

LSR Flow Through Matrix

LSR Flow Through Matrix

	Product Type	Rectype	ACT Type	F/T ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴
2 wire analog DID trunk port	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire analog port	U	A	N,T	No	UNE	No	Yes	Y	Y	N
2 wire ISDN digital line	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire ISDN digital loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
3 Way Calling	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
4 wire analog voice grade loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
4 wire DSO & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire DS1 & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire ISDN DSI digital trunk ports	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N
ADSL	R,B,C	E	V,W	No	UNE	No	No	Y	Y	N
Area Plus	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Basic Rate ISDN	U,C	A	N,T	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	C, D,T,V,W	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	N,T	No	Yes	Yes	N/A	N	N	N
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	YES	Yes	N/A	N	N	N
Analog Data/Private Line	C	E	N, C, T, V, W, D, P, Q	No	Yes	Yes	N/A	N	N	N
Call Block	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Forwarding	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Return	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Selector	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Tracing	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting Deluxe	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Caller ID	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
CENTREX	C	P	V,P	No	Yes	Yes	NA	N	N	N
DID ACT W	C	N	W	No	Yes	Yes	Yes	Y	Y	Y
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N
Directory Listing Indentions	B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y
Directory Listings Captions	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y
Directory Listings (simple)	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y
DS3	U	A,M	N,C,V	No	UNE	Yes	NA	N	N	N
DS1Loop	U	A,M	N,C,V	Yes	UNE	Yes	No	Y	Y	N
DSO Loop	U	A, B	N,C,D,T,V	Yes	UNE	Yes	No	Y	Y	N
Enhanced Caller ID	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y

	Product Type	Reqtype	ACT Type	F/T ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴
ESSX	C	P	C,D,T,V,S,B,W,L .P,Q	No	Yes	Yes	NA	N	N	N
Flat Rate/Business	B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Flat Rate/Residence	R	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
FX	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Ga. Community Calling	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
HDSL	U	A	N,C,D	Yes	UNE	No	No	Y	Y	N
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S4	C/S	Yes	Y	Y	N
Hunting Series Completion	R,B	E, M	C,D,N,T,V,W	Yes	C/S	C/S	No	Y	Y	Y
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Line Sharing	U	A	C,D	Yes	UNE	No	No	Y	Y	Y
Local Number Portability	U	C	C,D,P,V,Q	Yes	UNE	Yes	No	Y	Y	N
LNP With Complex Listing	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
LNP with Partial Migration	U	C	D,P,V,Q	No	UNE	Yes	Yes	Y	Y	N
LNP with Complex Services	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
Loop+INP	U	B	D,P,V,Q	Yes	UNE	No	No	Y	Y	N
Loop+LNP	U	B	C,D,N,V	Yes	UNE	No	No	Y	Y	N
Measured Rate/Bus	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Measured Rate/Res	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Megalink	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Megalink-TI	C	E,M	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Memory Call	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Memory Call Ans. Svc.	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Multiserv	C	P	N,C,D,T,V,S,B, W,L,P,Q	No	Yes	Yes	NA	N	N	N
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Optional Calling Plan	R,B	E, M	N	Yes	No	No	No	Y	Y	Y
Package/Complete Choice and Area Plus	R,B	E, M	N,T,C,V,W	Yes	No	No	No	Y	Y	Y
Pathlink Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Pay Phone Provider	B	E	C,D,T,N,V,W	No	No	No	NA	N	N	N
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N
PBX Trunks	R,B	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N
Port/Loop PBX	U	M	A,C,D,V	No	No	No	Yes	Y	Y	N
Port/Loop Simple	U	M	A,C,D,V	Yes	No	No	Yes	Y	Y	Y
Preferred Call Forward	R,B,U	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
RCF Basic	R,B	E	N,D,W,T,F	Yes	No	No	No	Y	Y	Y

LSR Flow Through Matrix

	Product Type	Reqtype	ACT Type	F/T ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴
Remote Access to CF	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Repeat Dialing	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Ringmaster	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N
Speed Calling	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Synchronet	C	E	N	Yes	Yes	Yes	Yes	Y	Y	N
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Touchtone	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	C,D,T,N,V,W	Yes	UNE	No	No	Y	Y	Y
WATS	R,B	E	W,D	No	Yes	Yes	NA	N	N	N
XDSL	C,U	A,B	N,T,C,V,D	Yes	UNE	No	No	Y	Y	N
XDSL Extended LOOP	C,U	A,B	N,T,C,V,D	No	UNE	Yes	NA	N	N	N
Collect Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
900 Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
3rd Party Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
Three Way Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
PIC/LPIC Change	R,B	E	T,C,V	Yes	No	No	No	Y	Y	Y
PIC/LPIC Freeze	R,B	E	N,T,C,V	Yes	No	No	No	Y	Y	Y

LSR Flow Through Matrix

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), 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 listing indentions and 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.

Note⁶: LSRs submitted for Resale Products and Services for which there is a temporary promotion or discount plan will be processed identically to those LSRs ordering the same Products or Services without a promotion or discount plan.

Note: The Flow Through Matrix is continually being updated and expanded with additional information about the listed products and services. BellSouth will not change any "Yes" designation to "No" without commission approval. The most current pre-approved matrix will be posted to the PMAP web site (www.pmap.bellsouth.com).

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs)] received which are rejected due to error or omission. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Fatal Rejects
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules

Fully Mechanized: An LSR/Service Request is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, LENS, TAG, LESOG, LNP Gateway, LAUTO) 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. They are not considered in 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 or LAUTO 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.

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 Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

Calculation

Percent Rejected Service Requests = $(a \div b) \times 100$

- a = Total Number of Service Requests Rejected in the reporting period
- b = Total Number of Service Requests Received in the reporting period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- Trunks
- 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
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized <ul style="list-style-type: none"> • 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 with INP Design • 2W Analog Loop with INP Non-Design • 2W Analog Loop with LNP Design • 2W Analog Loop with LNP Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop ≥ DS1 • UNE Loop + Port Combinations • UNE Combination Other • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • UNE Line Splitting • EELs • Switch Ports • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • Local Interoffice Transport • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs)] to the distribution of a Reject. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Fatal Rejects
- 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.

Local Interconnection Service Center (LISC) – Monday through Friday 4:30 P.M. until 8:00 A.M.
From 4:30 P.M.Friday until 8:00 A.M. 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.

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 (date and time stamps in EDI or TAG) until that LSR is rejected back to the CLEC. Elapsed time for each LSR (date and time stamps in EDI or TAG) 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.

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI translator or TAG) until the LSR is rejected (date and time stamp or reject in EDI translator, or TAG). 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 translator 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 EDI translator, or TAG.

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 as a separate 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

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, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - 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
- Trunks:
 - 0 - ≤ 36 hours
 - > 36 hours
- Average Interval is reported in business hours.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month <ul style="list-style-type: none"> Reject Interval Total Number of LSRs Total Number of Rejects State and Region Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> Not Applicable

O-8: Reject Interval

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> 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 with INP Design 2W Analog Loop with INP Non-Design 2W Analog Loop with LNP Design 2W Analog Loop with LNP Non-Design UNE Digital Loop < DS1 UNE Digital Loop ≥ DS1 UNE Loop + Port Combinations UNE Combination Other UNE ISDN Loop UNE Other Design UNE Other Non-Design UNE Line Splitting EELs Switch Ports UNE xDSL (ADSL, HDSL, UCL) Line Sharing Local Interoffice Transport 	<ul style="list-style-type: none"> Fully Mechanized: <ul style="list-style-type: none"> 97% ≤ 1 Hour Partially Mechanized: <ul style="list-style-type: none"> 95% ≤ 10 Hours Non-Mechanized: 95% ≤ 24 Hours
<ul style="list-style-type: none"> Local Interconnection Trunks 	<ul style="list-style-type: none"> Trunks: 95% ≤ 36 Hours

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> Fully Mechanized 	<ul style="list-style-type: none"> 97% ≤ 1 hour

SEEM Disaggregation	SEEM Analog/Benchmark
• Partially Mechanized	• 95% ≤ 10 hours
• Non-Mechanized	• 95% ≤ 24 hours
• Local Interconnection Trunks	• 95% ≤ 36 hours

O-8: Reject Interval

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. The interval will include an electronic facilities check.

Exclusions

- Service Requests canceled by CLEC prior to being confirmed.
- 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.

Local Interconnection Service Center (LISC) - From 4:30 P.M. Friday until 8:00 A.M. Monday (ASRs received after 2:00PM will be counted as if received at 8:00AM the next business day.)

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.

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI translator or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, 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 translator, or TAG.
- **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). The elapsed time is measured from receipt of a valid ASR (date and time stamp of a FAX or paper ASR received in the LISC) until the appropriate orders are issued by a BellSouth representative and a FOC issued in EXACT. Trunk data is reported as a separate category.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date and Time of Firm Order Confirmation
- b = Date and Time of Service Request Receipt

Average FOC Interval = (c ÷ d)

- c = Sum of all Firm Order Confirmation Times
- d = Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution = (e ÷ f) X 100

- e = Service Requests Confirmed in Designated Interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially 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
 - > 24 - ≤ 48 hours
 - > 48 hours
- Non-mechanized:
 - 0 - ≤ 4 hours
 - > 4 - ≤ 8 hours
 - > 8 - ≤ 12 hours
 - > 12 - ≤ 16 hours
 - 0 - ≤ 24 hours
 - > 16 - ≤ 20 hours
 - > 20 - ≤ 24 hours
 - > 24 - ≤ 36 hours
 - 0 - ≤ 36 hours
 - > 36 - ≤ 48 hours
 - > 48 hours
- Trunks:
 - 0 - ≤ 48 hours
 - > 48 hours
- Average Interval is reported in business hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report month • Interval for FOC • Total number of LSRs • State and Region • Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • 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 with INP Design • 2W Analog Loop with INP Non-Design • 2W Analog Loop with LNP Design • 2W Analog Loop with LNP Non-Design • UNE Digital Loop < DSI • UNE Digital Loop ≥ DSI • UNE Loop + Port Combinations • UNE Combination Other • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • UNE Line Splitting • EELs • Switch Ports • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • Local Interoffice Transport 	<ul style="list-style-type: none"> • Fully Mechanized: - 95% ≤ 3 Hours • Partially Mechanized: <ul style="list-style-type: none"> - 95% ≤ 10 Hours • Non-Mechanized: - 95% ≤ 24 Hours
• Local Interconnection Trunks	• Trunks: 95% ≤ 48 Hours

O-9: Firm Order Confirmation Timeliness

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% ≤ 3 Hours
• Partially Mechanized	• 95% ≤ 10 Hours
• Non-Mechanized	• 95% ≤ 24 Hours
• Local Interconnection Trunks	• 95% ≤ 48 Hours

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

Business Rules

This measurement combines four intervals:

1. From receipt of a valid 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 a valid SI/LSR in the LCSC to Firm Order Confirmation.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

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 Performance
<ul style="list-style-type: none"> • Report Month • Total Number of Requests • SI Intervals • State and Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops) • Unbundled Interoffice Transport 	<ul style="list-style-type: none"> • 95% Returned ≤ 5 Business Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • 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). 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.

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs.

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs which fall out for manual handling by the LCSC personnel.

Non-Mechanized: The number of FOCs or Rejects sent to the CLECs by FAX server.

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 as a separate category.

For CLEC Results:

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.

Calculation

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

Report Structure

Fully Mechanized, Partially Mechanized, Non-Mechanized and Interconnection Trunks

- State and Region
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report month <ul style="list-style-type: none"> • Total number of LSRs • Total number of rejects • Total number of ASRs (Trunks) • Total number of FOCs 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • 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 with INP Design • 2W Analog Loop with INP Non-Design • 2W Analog Loop with LNP Design • 2W Analog Loop with LNP Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop ≥ DS1 • UNE Loop + Port Combinations • UNE Combination Other • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • UNE Line Splitting • EELs • Switch Ports • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • Local Interoffice Transport • Local Interconnection Trunks 	<ul style="list-style-type: none"> • 95% Returned

O-11: Firm Order Confirmation and Reject Response Completeness

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Fully Mechanized • Partially Mechanized • Non-Mechanized • Local Interconnection Trunks 	<ul style="list-style-type: none"> • 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 ÷ 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 under development

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Mechanized Tracking Through LCSC Automatic Call Distributor 	<ul style="list-style-type: none"> • Mechanized Tracking Through BellSouth Retail Center Support System

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Aggregate <ul style="list-style-type: none"> • CLEC – Local Carrier Service Center • BellSouth <ul style="list-style-type: none"> - Business Service Center - Residence Service Center 	<ul style="list-style-type: none"> • Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC Local Carrier Service Center • BellSouth <ul style="list-style-type: none"> - Business Service Center - Residence Service Center 	<ul style="list-style-type: none"> • Parity With Retail

O-12: Speed of Answer in Ordering Center

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. 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.) Test order types may be C, N, R, or T.
- 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 and identifying all orders that have been reported as completed in SOCS after 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)
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • 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 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 With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• 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 (Includes UDC)	• 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

P-1: Mean Held Order Interval & Distribution Intervals

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-1: Mean Held Order Interval & Distribution Intervals

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

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.

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
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • 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 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 With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 – Dispatch In – Switch Based	• Retail Residence and Business – Dispatch In – Switch Based
• 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 (Includes UDC)	• 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
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3
• Average Jeopardy Notice Interval (Electronic only)	• 95% ≥ 48 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

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

P-3: Percent Missed Initial Installation Appointments

(This metric was not ordered by FPSC)

Definition

"Percent missed initial 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

Business Rules

Percent Missed Initial 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 excluded 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/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • 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 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 With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	• ADSL Provided to Retail - Without Conditioning - With Conditioning (BellSouth does not offer this service to Retail)
• UNE ISDN (Includes UDC)	• 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
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

P-3: Percent Missed Initial Installation Appointments

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-3: Percent Missed Initial Installation Appointments

P-3A: Percent Missed Installation Appointments Including Subsequent 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.) Test order types may be C, N, R, or T.
- Disconnect (D) & From (F) orders
- End User Misses

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 excluded and reported separately. The “due date” is the commitment time (if applicable) on the confirmed due date.

Calculation

Percent Missed Installation Appointments = $(a \div b) \times 100$

- a = Number of Appointments in Reporting Period past the Original (Date/Time as applicable) Committed and Subsequent Committed Due Date
- b = Number of Appointments on Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits \geq 10 lines/circuits (except trunks)
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

P-3A: Percent Missed Installation Appointments Including Subsequent Appointments

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)	• 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 With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	• ADSL Provided to Retail - Without Conditioning - With Conditioning (BellSouth does not offer this service to Retail)
• UNE ISDN (Includes UDC)	• 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
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

P-3A: Percent Missed Installation Appointments Including Subsequent Appointments

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM 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 With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	• ADSL Provided to Retail - Without Conditioning - With Conditioning (BellSouth does not offer this service to Retail)
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

P-3A: Percent Missed Installation Appointments Including Subsequent Appointments

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

(This metric not ordered by the FPSC)

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)
- End user-caused misses

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. 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-< 5, 5-10 = 5-<10, 10-15 = 10-< 15, 15-20 = 15-< 20, 20-25 = 20-< 25, 25-30 = 25-< 30, ≥ 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = FOC/SOCS date time-stamp (application 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/Non-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
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • 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)	• 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 With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 <ul style="list-style-type: none"> - Dispatch In - Switch Based 	• Retail Residence and Business <ul style="list-style-type: none"> - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) <ul style="list-style-type: none"> - Without Conditioning - With Conditioning 	<ul style="list-style-type: none"> - ≤ 5 Days - ≤ 12 Days
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• UNE Line Splitting	• ADSL to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

P-4A: Average Order Completion and Completion Notice Interval (AOCCNI) Distribution

Definition

The "Order Completion And Completion Notice Interval Distribution" provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers and notice of completion to the CLEC 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.) Test order types may be C, N, R, or T.
- 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)
- End user-caused misses

Business Rules

The interval is determined for each order processed during the reporting period. The completion interval for AOCCNI 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 return of the completion notice (CN) to the CLEC. 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-< 5, 5-10 = 5-<10, 10-15 = 10-< 15, 15-20 = 15-< 20, 20-25 = 20-< 25, 25-30 = 25-< 30, ≥ 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Date and Time Completion Notice is sent
- b = FOC/SOCS date time-stamp (application 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/Non-Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0,1,2,3,4,5,5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30
- All Levels are reported <10 line/circuits; ≥ 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design
- Mechanized/Non-Mechanized (Non-Mechanized is not applicable to BellSouth)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • 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)	• 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 With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 <ul style="list-style-type: none"> - Dispatch In - Switch Based 	• Retail Residence and Business <ul style="list-style-type: none"> - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) <ul style="list-style-type: none"> - Without Conditioning - With Conditioning 	<ul style="list-style-type: none"> - ≤ 5 Days - ≤ 12 Days
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

P-4A: Average Order Completion and Completion Notice Interval (AOCCNI) Distribution

SQM Level of Disaggregation	SQM Analog/Benchmark
• UNE Line Splitting	• ADSL to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM 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 With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	- ≤ 5 Days - ≤ 12 Days
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Disaggregation	SEEM Analog/Benchmark
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

P-4A: Average Order Completion and Completion Notice Interval (AOCCNI) Distribution

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.) Test order types may be C, N, R, or T.
- 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 time will be date and timestamp of order update from the FAX record via LON or 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
- Dispatch/Non-Dispatch
- 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
<ul style="list-style-type: none"> • 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 <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • 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 <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>

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)	• 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 With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 <ul style="list-style-type: none"> - Dispatch In - Switch Based 	• Retail Residence and Business <ul style="list-style-type: none"> - Dispatch In - Switch Based
• 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 (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• UNE Line Splitting	• ADSL to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-5: Average Completion Notice Interval

P-6: % Completions/Attempts without Notice or < 24 hours Notice

Definition

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

- Cancelled Orders
- Expedited Orders
- "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
<ul style="list-style-type: none"> • Committed Due Date (DD) • FOC End Timestamp • Report Month • CLEC Order Number and PON • Geographic Scope <ul style="list-style-type: none"> - State / Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • 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 Design With LNP • 2W Analog Loop Non-Design With LNP • 2W Analog Loop Design With INP • 2W Analog Loop Non-Design With INP • UNE Digital Loop < DSI • UNE Digital Loop ≥ DSI • UNE Loop + Port Combinations <ul style="list-style-type: none"> - Dispatch In - Switch Based • UNE Switch ports • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN (Includes UDC) • UNE Line Sharing • UNE Line Splitting • Local Transport (Unbundled Interoffice Transport) • Local Interconnection Trunks • EELS 	<ul style="list-style-type: none"> • ≤ 5%

P-6: % Completions/Attempts without Notice or < 24 hours Notice

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

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 LNP, and where the CLEC has requested BellSouth to provide a coordinated cutover.

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

Where the service order includes LNP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. When the service order includes INP, the interval includes the total time for the cutover including the translation time to place the link back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

Calculation

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-≤5, 5-15 = >5-≤15, ≥15 = 15 and greater, plus Overall Average Interval.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability Start and Completion Times (INP orders) • Total Conversions (Items) <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Unbundled Loops with INP • Unbundled Loops with LNP 	<ul style="list-style-type: none"> • 95% ≤ 15 minutes • 95% ≤ 15 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Unbundled Loops With INP • Unbundled Loops With LNP 	<ul style="list-style-type: none"> • 95% ≤ 15 minutes • 95% ≤ 15 minutes

P-7A: Coordinated Customer Conversions – Hot Cut Timeliness % Within Interval and Average Interval

Definition

This category measures whether BellSouth begins the cutover 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 cutover 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 cutover 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. If IDLC is involved, a four hour window applies to the start time. (8 A.M. to Noon or 1 P.M. to 5 P.M.) This only applies if BellSouth notifies the CLEC by 10:30 A.M. on the day before the due date that the service is on IDLC.

A Hot Cut is considered complete when one of the following occurs:

1. BellSouth performs the hot cut, notifies the CLEC by telephone.
2. BellSouth performs the hot cut and attempts to notify the CLEC by telephone, but receives no answer and leaves a phone message.

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 Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number (so_nbr) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Scheduled Start Time • Cutover Actual Start Time • Total Conversions Orders <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Product Reporting Level <ul style="list-style-type: none"> - SL1 Time Specific - SL1 Non-Time Specific - SL2 Time Specific - SL2 Non-Time Specific 	<ul style="list-style-type: none"> • 95% Within + or - 15 Minutes of Scheduled Start Time
<ul style="list-style-type: none"> - SL1 IDLC - SL2 IDLC 	<ul style="list-style-type: none"> • 95% Within 4-hour Window

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> - SL1 Time Specific - SL1 Non-Time Specific - SL2 Time Specific - SL2 Non-Time Specific 	<ul style="list-style-type: none"> • 95% Within + or - 15 Minutes of Scheduled Start Time
<ul style="list-style-type: none"> - SL1 IDLC - SL2 IDLC 	<ul style="list-style-type: none"> • 95% Within 4-hour Window

P-7A: Coordinated Customer Conversions – Hot Cut Timeliness % Within Interval and Average Interval

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

- Cutovers where service outages are due to CLEC caused reasons when the CLEC agrees
- Cutovers where service outages are due to end-user caused reasons when the CLEC agrees

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 Performance
<ul style="list-style-type: none"> • 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_CON_RES) • CLEC Conflict MFC (CLEC_CONFLICT_MFC) • Total Conversion Orders <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • None

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Unbundled Loops with INP • Unbundled Loops with LNP 	<ul style="list-style-type: none"> • Diagnostic (To Be Established at The 6 Month Review Period)

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-7B: Coordinated Customer Conversions – Average Recovery Time

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

Definition

The Percent Provisioning Troubles received within 7 days of a completed service order associated with a Hot Cut Conversion (CCC) measures the quality and accuracy of Coordinated Customer 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 Customer 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 Customer 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 CCC Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of CCC 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 Performance
<ul style="list-style-type: none"> • 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 <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • UNE Loop Design • UNE Loop Non-Design 	<ul style="list-style-type: none"> • ≤ 5% (To be reviewed after six month period)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • UNE Loop Design • UNE Loop Non-Design 	<ul style="list-style-type: none"> • ≤ 5% (To be reviewed after six month period)

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

P-8: Cooperative Acceptance Testing - % of xDSL Loops Successfully Tested

Definition

A loop will be considered successfully cooperatively tested when both the CLEC and ILEC representatives agree that the loop has passed the cooperative testing.

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. CLEC caused failures will be captured in the raw data files.

Calculation

Cooperative Acceptance Testing - % of xDSL Loops Successfully 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 Performance
<ul style="list-style-type: none"> • 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 • Missed Appointments Code (SO_MISSED_CMMT_CD) <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • UNE xDSL <ul style="list-style-type: none"> - ADSL - HDSL - UCL - OTHER 	<ul style="list-style-type: none"> • 95% of Lines Successfully Tested

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • UNE xDSL <ul style="list-style-type: none"> - ADSL - HDSL - UCL - Other 	<ul style="list-style-type: none"> • 95% of Lines Successfully Tested

P-8: Cooperative Acceptance Testing - % of xDSL Loops Successfully 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.) Test order types may be C, N, R, or T.
- 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 /Non-Dispatch (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • 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	SQM Analog/Benchmark
• Resale Residence	• Retail Residence

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• 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 With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN (Includes UDC)	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Loop + Port Combinations - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch In - 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)
• 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
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM 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 With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With 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 - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch In - 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)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN (Includes UDC)	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL Provided to Retail
• UNE Other Non-Design	• Retail Residence and Business
• UNE Other Design	• Retail Design
• EELs	• Retail DS1/DS3

P-9: % Provisioning Troubles within 30 days of Service Order Completion

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.) Test order types may be C, N, R, or T.
- 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.

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 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 /Non-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-<5, 5-10 = 5-<10, 10-15 = 10-<15, 15-20 = 15-<20, 20-25 = 20-<25, 25-30 = 25-<30, ≥ 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • 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 With LNP Design • 2W Analog Loop With LNP Non-Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non-Design • UNE Switch Ports • UNE Loop + Port Combinations <ul style="list-style-type: none"> - Dispatch In - Switch Based • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN (Includes UDC) • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • UNE Digital Loops < DS1 • UNE Digital Loops ≥ DS1 • Local Transport (Unbundled Interoffice Transport) • Local Interconnection Trunks • UNE Line Splitting • EELs 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

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 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.

Service Order Accuracy Sampling Process: A list of all orders completed in the report month is generated. The orders are then listed by the disaggregations specified in the SQM. For each disaggregation, the quantity of completed orders and the error rate for each disaggregation from the previous month are entered into a “Stratified Random Sampling for Proportions” formula. This formula determines the number of orders that are to be reviewed for each disaggregation. Once the sample size for each disaggregation is determined, the specified quantity of orders for each disaggregation are pulled for review.

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/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity 	<ul style="list-style-type: none"> • No BellSouth Analog Exist

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark:
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Design (Specials) • UNE Specials (Design) • UNE (Non-Design) • Local Interconnection Trunks 	<ul style="list-style-type: none"> • 95% Accurate

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale	• 95%
• UNE	• 95%
• UNE-P	• 95%

P-12: 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 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 number on the service order is disconnected in the Central Office switch. Elapsed time for each ported 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 Performance
<ul style="list-style-type: none"> • Order Number • Telephone Number / Circuit Number • Committed Due Date • Receipt Date / Time (ESI Number Manager) • Date/Time of Recent Change Notice 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark
• LNP	• $95\% \leq 15$ Minutes

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

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
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • 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 - 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
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & 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 and 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

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM 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
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Digital Loop \geq DS1	• Retail Digital Loop \geq DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & 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 and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

M&R-1: Missed Repair Appointments

M&R-2: Customer Trouble Report Rate

Definition

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/circuits in service.

Exclusions

- 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

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • 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
• 2W Analog Loop Design	• Retail Residence & Business Dispatch

SQM Level of Disaggregation	SQM Analog/Benchmark
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & 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 and 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

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM 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
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & 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

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • UNE Other Non-Design 	<ul style="list-style-type: none"> • Retail Residence and Business
<ul style="list-style-type: none"> • Local Transport (Unbundled Interoffice Transport) 	<ul style="list-style-type: none"> • Retail DS1/DS3 Interoffice
<ul style="list-style-type: none"> • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Parity with Retail

M&R-2: Customer Trouble Report Rate

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 the correct report information, i.e. correct telephone number, correct circuit identification, trouble description, etc. for the 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:
<ul style="list-style-type: none"> • Report month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report month • 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
<ul style="list-style-type: none"> • Resale Residence 	<ul style="list-style-type: none"> • Retail Residence
<ul style="list-style-type: none"> • Resale Business 	<ul style="list-style-type: none"> • 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
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & 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 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

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM 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
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & Business (POTS)

SEEM Disaggregation	SEEM Analog/Benchmark
• 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 and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

M&R-3: Maintenance Average Duration

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
<ul style="list-style-type: none"> • Report month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • 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
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & 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 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

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM 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
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & 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

SEEM Disaggregation	SEEM Analog/Benchmark
• 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

M&R-4: Percent Repeat Troubles within 30 Days

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 Performance
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Percentage of Customer Troubles out of • Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • 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
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & 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 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

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM 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
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & 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

SEEM Disaggregation	SEEM Analog/Benchmark
• 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

M&R-5: Out of Service (OOS) > 24 Hours

M&R-6: Average Answer Time – Repair Centers

Definition

This report measures the average time a customer is in queue.

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 Performance
• 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	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-7: Mean Time To Notify CLEC of Network Outages

Definition

BellSouth will inform the CLEC of any Network outages (key customer accounts)

Exclusions

None

Business Rules

The time it takes for BellSouth to notify the CLEC and appropriate BellSouth personnel of a customer impacting network incident in equipment that may be utilized by the CLEC. When BellSouth becomes aware of a network incident, the CLEC and appropriate BellSouth personnel 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. The CLECs will be notified the same way and at the same time as BellSouth personnel. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

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 Performance
<ul style="list-style-type: none"> • Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification 	<ul style="list-style-type: none"> • Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification

SQM Disaggregation - Analog / Benchmark

SQM Level of Disaggregation	Retail Analog / Benchmark
<ul style="list-style-type: none"> • BellSouth Aggregate • CLEC Aggregate • CLEC Specific 	<ul style="list-style-type: none"> • Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-7: Mean Time To Notify CLEC of Network Outages

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. The CLEC-specific raw data file (which is available on the PMAP web site) will contain the number of bills and adjustments for the reporting month. The number of bills and bill adjustments will be displayed by OCN and/or ACNA.

Calculation

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

Measure of Adjustments = $[(c - d) \div c] \times 100$

- c = Number of Bills in current month
- d = Number of Billing-related Adjustments in current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> - UNE - Resale - Interconnection • Total Billed Revenue • Billing Related Adjustments • Number of Bills • Number of Adjustments 	<ul style="list-style-type: none"> • Report Month • Retail Type <ul style="list-style-type: none"> - CRIS - CABS • Total Billed Revenue • Billing Related Adjustments

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Product/Invoice Type <ul style="list-style-type: none"> - Resale - UNE - Interconnection 	<ul style="list-style-type: none"> • Parity with BellSouth Retail Aggregate

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Resale • UNE • Interconnection 	<ul style="list-style-type: none"> • Parity with Retail

B-2: 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

None

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
<ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> - UNE - Resale - Interconnection - State • Invoice Transmission Count • Date of Scheduled Bill Close 	<ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> - CRIS - CABS • Invoice Transmission Count • Date of Scheduled Bill Close

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type <ul style="list-style-type: none"> • Resale • UNE • Interconnection • State 	<ul style="list-style-type: none"> • 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

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC State <ul style="list-style-type: none"> - CRIS - CABS • BST-State 	<ul style="list-style-type: none"> • Parity with Retail

B-3: Usage Data Delivery Accuracy

Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

Exclusions

None

Business Rules

The accuracy of the data delivery of usage records delivered by 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 (Packs) = $(a - b) \div a \times 100$ (This calculation not ordered by the FPSC)

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

Usage Data Delivery Accuracy (Records) = $(c - d) \div c \times 100$

- c = Total number of usage records sent during current month
- d = Total number of usage records requiring retransmission during current month

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> - BellSouth Recorded - Non-BellSouth Recorded • Number of Records • Packs 	<ul style="list-style-type: none"> • Report Month • Record Type • Number of Records • Packs

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Region 	<ul style="list-style-type: none"> • Parity With Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> CLEC State (In Tennessee, SEEM is based on records.) BellSouth Region 	<ul style="list-style-type: none"> Parity with Retail

B-3: Usage Data Delivery Accuracy

B-4: Usage Data Delivery Completeness

Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to 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
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> - BellSouth Recorded - Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Region 	<ul style="list-style-type: none"> • Parity With Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-4: Usage Data Delivery Completeness

B-5: 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
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> - BellSouth Recorded - Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Month • Record Type

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Region 	<ul style="list-style-type: none"> • Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-5: Usage Data Delivery Timeliness

B-6: Mean Time to Deliver Usage

Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of 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 measure is to calculate the average number of days it takes BellSouth to deliver usage data to the appropriate CLEC. The calculation reflects the differences between the date the data is transmitted or mailed to the CLEC and the date the data is generated by Customer divided by the total record volume delivery.

Each delivery record is calculated as the time, in days, between when the customer generates the call and when BellSouth delivers the usage data to the CLEC. Each delivery record is categorized by the resulting number of days.

An estimated interval is calculated for each category by taking the total number of usage data records delivered for that period and multiplying it by the total number of days in that period. The mean (average) time to deliver the usage data is calculated by summing all estimated intervals and dividing by the total number of records delivered.

Note: Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

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

Delivery Interval Record = (a - b)

- a = Date BellSouth delivers the usage data
- b = Date usage data is generated by the customer

Estimated Interval = (c X d)

- c = Number of records delivered in each category
- d = Number of days to deliver for the category

Mean Time to Deliver Usage = (e ÷ f)

- e = Sum of all estimated intervals
- f = Total number of records delivered

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> - BellSouth Recorded - Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Month • Record Type

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• Parity With Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-6: Mean Time to Deliver Usage

B-7: 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 Performance
<ul style="list-style-type: none"> • Report month • Invoice Type • Total Recurring Charges Billed • Total Billed On Time 	<ul style="list-style-type: none"> • Report month • Retail Analog • Total recurring charges billed • Total Billed On Time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-8: 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 Performance
<ul style="list-style-type: none"> • Report month • Invoice type • Total non-recurring charges billed • Total billed on time 	<ul style="list-style-type: none"> • Report month • Retail Analog • Total non-recurring charges billed • Total billed on time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-9: Percent Daily Usage Feed Errors Corrected in X Business Days

Definition

Measures the timely correction of Daily Usage Feed (DUF) errors in record information and Pack formats measured separately. Errors included (1) Pack Failure errors and (2) EMI content errors in records.

Exclusions

- Usage that cannot be corrected and resent or usage that the CLEC doesn't want Retransmitted.
- CLEC Problem/Issue/File Retransmission forms disputed by BellSouth SMEs that do not result in an EMI error.
- CLEC notification received by BellSouth > 10 business days from transmission date of errored messages or packs.

Business Rules

This measure will provide the % of errors corrected in X Business days.

Pack Failure errors are defined as a DUF header/trailer error containing one or more of the following conditions: Grand total records not equal to records in pack or sequence/invoice numbers for a from RAO is not sequential

EMI content errors are defined as those records with errors contained in the EMI detail records that cause a message to be unbillable by the CLEC

Only notification received via the CLEC Problem/Issue/File Retransmission form will be included in this measure. To locate the form, go to the PMAP web site (<http://www.pmap.bellsouth.com/>) and click the Documentation Downloads link, then select the "CLEC Problem/Issue/File Retransmission form."

When circumstances arise for multiple content errors it is not necessary for the form to be filled out in its entirety, the CLECs agree to provide sufficient information for content error research so that a thorough investigation and resolution can be completed.

For each type error condition, a new CLEC Problem/Issue/File Retransmission form should be submitted.

EMI content errors should be attached in a separate file from the CLEC Problem/Issue/File Retransmission form

Elapsed time is measured in business days.

The clock starts when BellSouth receives CLEC's Problem/Issue/File Retransmission form.

The clock stops when BellSouth provides the corrected usage to the CLEC using the predesignated DUF delivery method.

This measure applies only to CLECs that are ODUF and ADUF participants

Calculation

Timeliness of Daily Usage EMI Content Errors Corrected = $(a \div b) \times 100$

- a = Total number of Daily Usage Records with EMI Content Errors Corrected in the reporting month within 10 Business Days.
- b = Total number of Daily Usage Records with EMI Content Errors corrected in reporting month.

Timeliness of Daily Usage Pack Format Errors Corrected = $(c \div d) \times 100$

- c = Total number of Daily Usage Packs with Format Errors Corrected in the reporting month within 4 Business Days.
- d = Total number of Daily Usage Packs with Format Errors corrected in reporting month

Report Structure

- CLEC Specific
 - Total number of BST disputed Daily Usage Records with EMI Content Errors received in reporting month.
 - Total number of Daily Usage Records with EMI Content Errors received in reporting month.
 - Total number of BST disputed Daily Usage Packs with Format Errors received in reporting month
 - Total number of Daily Usage Packs with Format Errors received in reporting month
- CLEC Aggregate
 - Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> Report month <ul style="list-style-type: none"> BellSouth Recorded Non-BellSouth Recorded 	<ul style="list-style-type: none"> None

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> Region 	<ul style="list-style-type: none"> Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none"> Not Applicable

B-9: Percent Daily Usage Feed Errors Corrected in X Business Days

B-10: Percent Billing Errors Corrected in X Days

Definition

Measures timely carrier bill adjustments.

Exclusions

Billing adjustments requests that are rejected by BellSouth or disputed by BellSouth.

Adjustments that are initiated by BellSouth.

Business Rules

This measure applies to CLEC wholesale bill adjustments. IXC Access billing adjustment requests are not reflected in this measure. Elapsed time is measured in business days. Clock starts when BellSouth receives the ALECs Billing Adjustment Request (BAR) form (BAR form and instructions found at [WWW.interconnection.bellsouth.com/forms/html/billing & collections.html](http://WWW.interconnection.bellsouth.com/forms/html/billing%20&%20collections.html)) and the clock stops when adjustments is made to bill through ACATS or BOCRIS (generally next CLEC bill unless adjustment request after middle of the month). BellSouth will report separately those adjustment requests that are disputed by BellSouth.

Calculation

Percent Billing Errors Corrected in 45 Days = $(a / b) \times 100$

- a = Number of BellSouth Adjustments in 45 Days
- b = Total Number of Adjustment Requests in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope:
- State Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Number of BellSouth Adjustments in 45 days • Total number of Billing Adjustment Requests in Reporting Period • Number of Adjustments disputed by BellSouth (reported separately) 	<ul style="list-style-type: none"> • None

SQM Disaggregation - Retail Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • State 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-10: Percent Billing Errors Corrected in X Days

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	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

OS-1: Speed to Answer Performance/Average Speed to Answer – Toll

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:	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

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	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

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	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

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.

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 CLEC's 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
<ul style="list-style-type: none"> Database File Submission Time Database File Update Completion Time CLEC Number of Submissions Total Number of Updates 	<ul style="list-style-type: none"> 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:	SQM Analog/Benchmark
Database Type <ul style="list-style-type: none"> LIDB Directory Listings Directory Assistance 	<ul style="list-style-type: none"> Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none"> 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 (e.g., orders) submitted by the CLEC. Each database (e.g., LIDB, Directory Assistance and Directory Listings) should be separately tracked and reported.

A statistically valid sample of CLEC Orders will be pulled each month. The sample will be used to test the accuracy of the database update process. This is a manual process.

Calculation

$$\text{Percent Update Accuracy} = (a \div b) \times 100$$

- 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
<ul style="list-style-type: none"> • Report Month • CLEC Order Number (so_nbr) and PON (PON) • Local Service Request (LSR) • Order Submission Date • Number of Orders Reviewed <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Database Type <ul style="list-style-type: none"> • LIDB • Directory Listings 	<ul style="list-style-type: none"> • 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-2: Percent Database Update Accuracy

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 and tested in new 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's 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 to be scheduled and loaded by the LERG effective date

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth (Not Applicable)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Company Name • Company Code • NPA/NXX • LERG Effective Date • Loaded Date 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> Geographic Scope - Region 	<ul style="list-style-type: none"> 100% by LERG Effective Date

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none"> Not Applicable

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	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

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	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

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	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

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 there was no valid data available for an entire study period
- Duplicate trunk group information

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 Performance
<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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	SQM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC Aggregate • BellSouth Aggregate 	<ul style="list-style-type: none"> • 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

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC Aggregate • BellSouth Aggregate 	<ul style="list-style-type: none"> • 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 there was no valid data available for an entire study period
- Duplicate trunk group information

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 Performance
<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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	SQM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC Trunk Group 	<ul style="list-style-type: none"> • 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	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC Trunk Group • BellSouth Trunk Group 	<ul style="list-style-type: none"> • 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

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical-Cageless-Initial • Physical Cageless-Augment 	<ul style="list-style-type: none"> • Virtual - 15 Calendar Days • Physical Caged - 15 Calendar Days • Physical Cageless - 15 Calendar Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

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 and the CLEC accepts the arrangement.

Exclusions

Any Bona Fide firm order canceled by the CLEC

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. The cable assignments associated with the specific collocation request will be provided prior to completion of the arrangement.

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 - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment 	<ul style="list-style-type: none"> • Virtual - 60 Calendar Days • Virtual-Augment - 45 Calendar Days (Without Space Increase) • Virtual-Augment - 60 Calendar Days (With Space Increase) • Physical Caged - 90 Calendar Days (Ordinary) • Physical Caged-Augment - 45 Calendar Days (Without Space Increase) • Physical Caged-Augment - 90 Calendar Days (With Space Increase) • Physical Cageless - 90 Calendar Days • Physical Cageless-Augment - 45 Calendar Days (Without Space Increase) • Physical Cageless-Augment - 90 Calendar Days (With Space Increase)

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

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

$\% \text{ of Due Dates Missed} = (a \div b) \times 100$

- 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	SQM Analog/Benchmark
<ul style="list-style-type: none"> State Virtual-Initial Virtual- Augment Physical Caged- Initial Physical Caged- Augment Physical Cageless- Initial Physical Cageless- Augment 	<ul style="list-style-type: none"> ≥ 95% on time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> All Collocation Arrangements 	<ul style="list-style-type: none"> ≥ 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 Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 98% on time

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 98% on time

CM-1: Timeliness of Change Management Notices

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 vendor
- 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	SQM Analog/Benchmark
• Region	• ≤ 5 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

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 as set forth in the Change Control Process governed by the CLEC/BellSouth Review Board.

Exclusions

- Documentation for release dates that slip less than 30 days for a change mandated by regulatory or legal entities (Federal Communications Commission [FCC], a state commission/authority, or state and federal courts) 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 Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 98% on Time

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 98% on Time

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 Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• ≤ 5 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-4: Change Management Documentation Average Delay Days

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 Performance
<ul style="list-style-type: none"> • Number of Interface Outages • Number of Notifications \leq 15 minutes 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • By interface type for all interfaces accessed by CLECs 	<ul style="list-style-type: none"> • $97\% \leq$ 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	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-5: Notification of CLEC Interface Outages

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

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- Aggregate CLEC Region
- BellSouth State
- BellSouth Region

A-2: Standard Service Order Activities

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.
- < A mathematical symbol that indicates the metric on the left of the symbol is less than the metric on the right.
- \leq A mathematical symbol that indicates the metric on the left of the symbol is less than or equal to the metric on the right.
- > A mathematical symbol that indicates the metric on the left of the symbol is greater than the metric on the right.
- \geq A mathematical symbol that indicates the metric on the left of the symbol is greater than or equal to the metric on the right.
- () 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 Fied Request

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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 large 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 - Telecordia administered national system used to transfer specially formatted messages among companies.

COFFI: Central Office Feature File Interface – Provides information about USOC's and class of service. COFFI is a part of DOE/SONGS. It indicates all services available to a customer.

CRIS: Customer Record Information System - This system is used to retain customer information and render bills for telecommunications service.

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 - A report that gives detailed line record information on records maintained in LMOS

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.

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 G

Fatal Reject: The number of LSRs that were electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated.

Flow-Through: In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the 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

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

IJK

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

LMOS: Loop Maintenance Operations System - A system that provides a mechanized means of maintaining customer line records and for entering, processing, and tracking trouble reports.

LMOS HOST: LMOS host computer

LMOSupd: LMOS update allows trouble tickets on line records to be entered into LMOS.

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.

LNP Gateway: Local Number Portability (gateway)- A system that provides both internal and external communications with various interfaces and process including:

- (1). Linking BellSouth to the Number Portability Administration Center (NPAC).
- (2). Allowing for inter-company communications between BellSouth and the CLECs for electronic ordering.
- (3). Providing interface between NPAC and AIN SMS for LNP routing processes.

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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: A memory administration system that translates line-related service order data into switch provisioning messages and automatically transmits the messages to targeted stored program control system switches.

N

NBR: New Business Request

NC: "No Circuits" - All circuits busy announcement.

NIW: Network Information Warehouse - A system that stores central office blockage data for use in processing trouble reports.

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.

Order Types: The following order types are used in this document:

- (1). T - The "to" portion of a change of address. This Order Type is used to connect main service at a new address when a customer moves from one address to another in any of the nine states within the BellSouth region. A "T" Order Type is always paired with an "F" Order Type which will have the same telephone number following the "F" Order Type Code unless the orders are within different states.
- (2). N - Orders establishing a new account. Also, this Order Type Code is occasionally used when changing from one type of system to another such as when changing from PBX to Centrex.

Tennessee Performance Measurements

- (3). C - Order Type used for the following conditions: changes or partial connections or disconnections of service or equipment; change of telephone number, grade or class of main line, additional lines, auxiliary lines, PBX trunks and stations; addition of trunks or lines to existing accounts; move of equipment (other than change of address); temporary suspension and restoration of service at customer's request.
- (4). R - Order Type used for the following conditions: additions, removals or changes in directory listings; responsibility change orders, addition, removal or changes in directory and billing information; other record corrections where no "field work" is involved.

OSPCM: Outside Plant Contract Management System - A system that provides scheduling and completion information on outside plant construction activities.

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 Q

PMAP: Performance Measurement Analysis Platform

PON: Purchase Order Number

POTS: Plain Old Telephone Service

PREDICTOR: A system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups to Mechanized Loop Testing and switching system I/O ports.

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.

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 - A system which routes service order images among BellSouth drop points and BellSouth OSS during the service provisioning process.

SOIR: Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

SONGS: Service Order Negotiation and Generation System.

Syntactically Incorrect Query: A query that cannot be fulfilled due to insufficient or incorrect input data from the end user. For example, A CLEC would like to query the legacy system for the following address: 1234 Main ST. Entering "1234 Main ST" will be considered syntactically correct because valid characters were used in the address field. However, entering "AB34 Main ST" will be considered syntactically incorrect because invalid characters (i.e., alpha characters were entered in numeric slots) were used in the address field.

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 V

UNE: Unbundled Network Element

UCL: Unbundled Copper Link

USOC: Universal Service Order Code

W X Y Z

WATS: Wide Area Telephone Service

WFA: Work Force Administration

WMC: Work Management Center

WTN: Working Telephone Number.

Appendix C: BellSouth Audit Policy

C-1: BellSouth's Internal Audit Policy

BellSouth's internal efforts to make certain that the reports produced by the PMAP platform are of the highest accuracy has been formalized into a Performance Measurements Quality Assurance Plan (PMQAP) that documents and augments existing quality assurance processes integral to the production and validation of Performance Measurements data.

The plan consists of three sections:

1. Change Control addresses the quality assurance steps involved in the introduction of new measurements and changes to existing measurements.
2. Production addresses the quality assurance steps used to create monthly SQM reports.
3. Monthly Validation addresses the quality assurance steps used to ensure accurate posting of monthly results.

The BellSouth PMQAP will ensure that BellSouth effectively and consistently provides accurate performance measurements data for the activities included in the SQM. The BellSouth Internal Audit department will audit this plan and its quality assurance steps annually, beginning in 4Q01.

C-2: BellSouth's External Audit Policy

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. 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 current year aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001 - 2005), to be conducted by an independent third party auditor jointly selected by BellSouth and the CLEC. The results of audits will be made available to all the parties subject to proper safeguards to protect proprietary information. Requested audits include the following specifications:

1. The cost shall be borne by BellSouth.
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 CLECs shall jointly determine the scope of the audit.

These comprehensive audits are intended to provide the basis for the PSCs and CLECs to determine that the SQM and PMAP produce accurate data that reflects each States Order for performance measurements. Once this has been verified by an initial audit, the BellSouth PMQAP will provide the basis for future audits.

Attachment 10

BellSouth Disaster Recovery Plan

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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 by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and 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 ensure 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 Midtown I Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose 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 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

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 on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and
- e) 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 Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

Version 11-07-03 BST

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS**1.0 BONA FIDE REQUEST**

1.1 The Parties agree that Level 3 is entitled to order any network element, interconnection option, or service option required to be made available by FCC or Commission requirements pursuant to the Act. Subject to Section 1.1.1 and 1.1.2 below, a Bona Fide Request (BFR) is to be used when Level 3 makes a request of BellSouth to provide a new or modified network element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.

1.1.1 BFR Not Required. Where the FCC or Commission, in a generic order, has required or shall require BellSouth to offer a network element, interconnection option, or service option not covered in this Agreement, BellSouth shall offer to Level 3 said network element, interconnection option, or service option in the same fashion as required by the generic proceeding. If BellSouth provides any network element, interconnection option, or service option, that is not identified in this Agreement to itself, to any BellSouth affiliate, or to any telecommunications carrier (including Level 3), BellSouth shall make available to Level 3, upon Level 3's request, and without submission of a BFR the same network element, interconnection option, or service option.

1.1.2 To the extent possible, BellSouth will utilize information from previously developed BFRs to address similar arrangements in order to shorten the response times for the currently requested BFR and to decrease the costs for the currently requested BFR.

1.2 A BFR shall be submitted in writing by Level 3 and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include Level 3's designation of the request as being pursuant to the Telecommunications Act of 1996 (*i.e.*, a BFR). The request shall be sent to Level 3's designated BellSouth sales contact or Local Contract Manager. For purposes of this Section, an "identical" request shall be one that is materially identical to a previous request with respect to the information provided

1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact

responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. BellSouth agrees to confer with Level 3 to discuss the BFR to ensure that (i) BellSouth properly understands Level 3's BFR and (ii) inform Level 3 of the existence of any similar BFRs made by other parties. BellSouth agrees to confer with Level 3 to discuss the BFR to ensure that BellSouth properly understands Level 3's BFR. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Level 3 at any time during the processing of the BFR.

- 1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to Level 3 by providing a preliminary analysis of the new or modified network element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified network element, interconnection option or service option or confirm that BellSouth will not offer the new or modified network element, interconnection option or service option.
- 1.5 If the preliminary analysis states that BellSouth will offer the new or modified network element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the network element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified network element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified network element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the network element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Level 3's requested date.
- 1.6 If BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify Level 3 within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be

limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR/NBR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If Level 3 accepts the complex request evaluation fee proposed by BellSouth, Level 3 shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Level 3 by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.

- 1.7 Level 3 may cancel a BFR at any time. If Level 3 cancels the request within ten (10) business days after submitting the BFR request, no charges will be incurred. If Level 3 cancels the BFR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.
- 1.8 Level 3 will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If Level 3 fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled.
- 1.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified network element, interconnection option or service option quoted in the preliminary analysis.
- 1.9 BellSouth shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Level 3's accurate BFR application for a network element, interconnection option or service option within thirty (30) business days of receipt of Level 3's accurate BFR application for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of Level 3's accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC

or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

- 1.10 Level 3 shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimated Development Rate and/or nonrecurring rate BellSouth will credit Level 3's account for the difference.

Payment of the charges specified in this Attachment shall not be construed by BellSouth as a waiver of Level 3's right to invoke the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of Level 3's cancellation of a BFR, or the amount of nonrecurring charges paid.

- 1.11 Unless Level 3 agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.

- 1.12 If Level 3 believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act. While the dispute is pending, Level 3 shall have the option of requesting BellSouth to provide the network element, interconnection option or service option subject to a retroactive pricing true up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.

- 1.13 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the BFR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

- 1.14 Upon completion of the BFR, the Parties shall negotiate in good faith an amendment to this Agreement.
- 2.0 **NEW BUSINESS REQUEST**
- 2.1 Level 3 also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by Level 3 to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.
- 2.2 An NBR shall be submitted in writing by Level 3 and shall specifically identify the requested 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. The request shall be sent to Level 3's designated BellSouth sales contact or Local Contract Manager.
- 2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Level 3 at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to Level 3 by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.
- 2.4.1 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to

meet Level 3's requested date. If the preliminary analysis states that BellSouth will not offer the Requested NBR Services, BellSouth will provide an explanation of why the request is not technically feasible or does not qualify as an NBR for the Requested NBR Services.

- 2.5 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify Level 3 within ten (10) business days of BellSouth's receipt of the NBR that a complex request evaluation fee will be required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If Level 3 accepts the complex request evaluation fee amount proposed by BellSouth, Level 3 shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.
- 2.6 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Level 3 by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR.
- 2.7 Level 3 may cancel an NBR at any time. If Level 3 cancels the NBR within ten (10) business days after submitting the NBR, no charges will be incurred. If Level 3 cancels the NBR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 2.6, minus those costs included in the fee that have not been incurred as of the date of cancellation.
- 2.8 Level 3 will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR. If Level 3 fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.9 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate and a detailed implementation plan within ten (10) business days of receipt of Level 3's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of Level 3's accurate NBR application for the Requested NBR Services not operational at the time of the request. The

firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

- 2.10 Level 3 shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit Level 3's account for the difference.
- 2.11 Unless Level 3 agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.
- 2.12 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the NBR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.

**AMENDMENT
TO THE
AGREEMENT BETWEEN
LEVEL 3 COMMUNICATIONS, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
EFFECTIVE JUNE 23, 2004**

Pursuant to this Amendment, (the “Amendment”) Level 3 Communications, LLC (“Level 3”) and BellSouth Telecommunications, Inc. (“BellSouth”), hereinafter referred to collectively as the “Parties”, hereby agree to certain rates to be agreed to under the Interconnection Agreement dated June 23, 2004 (“Agreement”) to be effective upon the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Level 3 entered into the Agreement with an effective date June 23, 2004, 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. Attachment 3, Exhibit A, Rates to the Agreement are hereby deleted in its entirety and replaced with a new Attachment 3, Exhibit A, Rates, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. The parties agree these rates are to be effective June 23, 2004.
3. All of the other provisions of the Agreement, effective June 23, 2004, 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 Communications Act of 1934 as amended by the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 

Level 3 Communications, L.L.C.

By: 

Name: LaCharles P. Keese II

Title: Vice President

Date: 

Level 3 Communications, L.L.C. Amendment

[CCCS Amendment 2 of 11]

LOCAL INTERCONNECTION - Alabama												Attachment: 3		Exhibit: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)						
									First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																			
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																			
Single Rate for ISP-Bound Traffic and Local Traffic, per MOU										0.0007									
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																			
TANDEM SWITCHING																			
Tandem Switching Function Per MOU												OHD	0.000498						
Multiple Tandem Switching, per MOU (applies to initial tandem only)												OHD	0.000498						
Tandem Intermediary Charge, per MOU*												OHD	0.0015						
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																			
TRUNK CHARGE																			
Installation Trunk Side Service - per DS0												OHD	TPP6X	21.56bk	8.12bk				
Installation Trunk Side Service - per DS0												OHD	TPP9X	21.56bk	8.12bk				
Dedicated End Office Trunk Port Service-per DS0**												OHD	TDEOP	0.00					
Dedicated End Office Trunk Port Service-per DS1**												OH1 OH1MS	TDE1P	0.00					
Dedicated Tandem Trunk Port Service-per DS0**												OHD	TDWOP	0.00					
Dedicated Tandem Trunk Port Service-per DS1**												OH1 OH1MS	TDW1P	0.00					
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																			
COMMON TRANSPORT (Shared)																			
Common Transport - Per Mile, Per MOU												OHD		0.0000023					
Common Transport - Facilities Termination Per MOU												OHD		0.0003224					
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month												OHM	1L5NF	0.008838bk					
Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month												OHM	1L5NF	21.13bk	40.54bk	27.41bk	16.74bk	6.90bk	
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month												OHM	1L5NK	0.008838bk					
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month												OHM	1L5NK	15.12bk	40.54bk	27.41bk	16.74bk	6.90bk	
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month												OHM	1L5NK	0.008838bk					
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month												OHM	1L5NK	15.12bk	40.54bk	27.41bk	16.74bk	6.90bk	
Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month												OH1, OH1MS	1L5NL	0.18bk					
Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month												OH1, OH1MS	1L5NL	60.16bk	89.27bk	81.81bk	16.35bk	14.44bk	
Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month												OH3, OH3MS	1L5NM	4.09bk					
Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month												OH3, OH3MS	1L5NM	703.52bk	278.75bk	162.76bk	60.20bk	58.46bk	
LOCAL CHANNEL - DEDICATED TRANSPORT																			
Local Channel - Dedicated - 2-Wire Voice Grade per month												OHM	TEFV2	13.97bk	193.10bk	33.17bk	36.64bk	3.20bk	
Local Channel - Dedicated - 4-Wire Voice Grade per month												OHM	TEFV4	14.93bk	193.53bk	33.60bk	37.11bk	3.67bk	
Local Channel - Dedicated - DS1 per month												OH1	TEFHG	35.76bk	177.47bk	153.72bk	22.19bk	15.26bk	
Local Channel - Dedicated - DS3 Facility Termination per month												OH3	TEFHJ	416.54bk	451.52bk	263.94bk	119.49bk	83.58bk	
LOCAL INTERCONNECTION MID-SPAN MEET																			
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																			
Local Channel - Dedicated - DS1 per month												OH1MS	TEFHG	0.00	0.00				
Local Channel - Dedicated - DS3 per month												OH3MS	TEFHJ	0.00	0.00				
MULTIPLEXERS																			
Channelization - DS1 to DS0 Channel System												OH1, OH1MS	SATN1	101.06bk	91.04bk	62.57bk	10.54bk	9.79bk	
DS3 to DS1 Channel System per month												OH3, OH3MS	SATNS	166.13bk	178.14bk	93.97bk	33.26bk	31.63bk	
DS3 Interface Unit (DS1 COCI) per month												OH1, OH1MS	SATCO	12.70bk	6.58bk	4.72bk			

LOCAL INTERCONNECTION - Florida												Attachment: 3		Exhibit: A						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-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
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.																				
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																				
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU									0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																				
TANDEM SWITCHING																				
	Tandem Switching Function Per MOU							OHD		0.0006019										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)							OHD		0.0006019										
	Tandem Intermediary Charge, per MOU*							OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
TRUNK CHARGE																				
	Installation Trunk Side Service - per DS0							OHD	TPP6X		21.73bk	8.19bk								
	Installation Trunk Side Service - per DS0							OHD	TPP9X		21.73bk	8.19bk								
	Dedicated End Office Trunk Port Service-per DS0**							OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**							OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**							OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**							OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
COMMON TRANSPORT (Shared)																				
	Common Transport - Per Mile, Per MOU							OHD		0.0000035										
	Common Transport - Facilities Termination Per MOU							OHD		0.0004372										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month							OHM	1L5NF	0.0091bk										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month							OHM	1L5NF	25.32bk	47.35bk	31.78bk	18.31bk	7.03bk						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month							OHM	1L5NK	0.0091bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month							OHM	1L5NK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month							OHM	1L5NK	0.0091bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month							OHM	1L5NK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month							OH1, OH1MS	1L5NL	0.1856bk										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month							OH1, OH1MS	1L5NL	88.44bk	105.54bk	98.47bk	21.47bk	19.05bk						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month							OH3, OH3MS	1L5NM	3.87bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month							OH3, OH3MS	1L5NM	1071.00bk	335.46bk	219.28bk	72.03bk	70.56bk						
LOCAL CHANNEL - DEDICATED TRANSPORT																				
	Local Channel - Dedicated - 2-Wire Voice Grade per month							OHM	TEFV2	19.66bk	265.84bk	46.97bk	37.63bk	4.00bk						
	Local Channel - Dedicated - 4-Wire Voice Grade per month							OHM	TEFV4	20.45bk	266.54bk	47.67bk	44.22bk	5.33bk						
	Local Channel - Dedicated - DS1 per month							OH1	TEFHG	36.49bk	216.65bk	183.54bk	24.30bk	16.95bk						
	Local Channel - Dedicated - DS3 Facility Termination per month							OH3	TEFHJ	531.91bk	556.37bk	343.01bk	139.13bk	96.84bk						
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	146.77bk	101.42bk	71.62bk	11.09bk	10.49bk						
	DS3 to DS1 Channel System per month							OH3, OH3MS	SATNS	211.19bk	199.28bk	118.64bk	40.34bk	39.07bk						
	DS3 Interface Unit (DS1 COCI) per month							OH1, OH1MS	SATCO	13.76bk	10.07bk	7.08bk								

LOCAL INTERCONNECTION - Georgia												Attachment: 3		Exhibit: A			
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	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																	
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU								0.0007								
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																	
TANDEM SWITCHING																	
	Tandem Switching Function Per MOU						OHD		0.0004086								
	Multiple Tandem Switching, per MOU (applies to initial 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.																	
TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.53bk	8.11bk						
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.53bk	8.11bk						
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00								
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00								
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00								
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
	Common Transport - Per Mile, Per MOU						OHD		0.0000027								
	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						OHM	1L5NF	0.0057bk								
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	12.87bk	48.455bk	19.48bk	16.575bk	4.995bk				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0057bk								
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	7.83bk	48.455bk	19.48bk	16.575bk	4.995bk				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0057bk								
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	7.83bk	48.455bk	19.48bk	16.575bk	4.995bk				
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.1154bk								
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	34.19bk	111.025bk	80.28bk	31.355bk	21.73bk				
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	2.53bk								
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	342.02bk	320.47bk	86.32bk	66.77bk	52.81bk				
LOCAL CHANNEL - DEDICATED TRANSPORT																	
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	7.74bk	121.065bk	53.295bk	46.395bk	13.365bk				
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	8.72bk	125.62bk	54.43bk	46.395bk	13.365bk				
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	18.47bk	149.46bk	111.195bk	40.355bk	26.115bk				
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	147.01bk	445.01bk	145.18bk	112.905bk	75.88bk				
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	69.75bk	105.675bk	41.585bk	23.75bk	4.19bk				
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	121.9bk	224.475bk	71.83bk	40.005bk	31.065bk				
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	7.35bk	15.805bk	11.385bk	6.605bk	6.605bk				

LOCAL INTERCONNECTION - Kentucky												Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
									First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																		
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU							0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																		
TANDEM SWITCHING																		
	Tandem Switching Function Per MOU						OHD	0.0006772										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)						OHD	0.0006772										
	Tandem Intermediary Charge, per MOU*						OHD	0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.58bk	8.13bk							
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.58bk	8.13bk							
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
	Common Transport - Per Mile, Per MOU						OHD		0.000003									
	Common Transport - Facilities Termination Per MOU						OHD		0.0007466									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.01bk									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	29.11bk	47.34bk	31.78bk	22.77bk						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0115bk									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	20.97bk	47.35bk	31.78bk	22.77bk	8.75bk					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0115bk									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	20.97bk	47.35bk	31.78bk	22.77bk	8.75bk					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.23bk									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	96.04bk	105.52bk	98.46bk	23.09bk	20.49bk					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	4.97bk									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	1175.15bk	335.4bk	219.24bk	89.57bk	87.75bk					
LOCAL CHANNEL - DEDICATED TRANSPORT																		
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	18.57bk	265.78bk	46.96bk	46.79bk	4.98bk					
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	19.86bk	266.48bk	47.65bk	47.54bk	5.73bk					
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	40.46bk	209.6bk	176.51bk	30.21bk	21.07bk					
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	576.05bk	551.38bk	338.08bk	173bk	120.42bk					
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	113.33bk	101.4bk	71.6bk	13.79bk	13.04bk					
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	158.2bk	199.23bk	118.62bk	50.16bk	bk					
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	11.8bk	10.07bk	7.08bk							

LOCAL INTERCONNECTION - Louisiana												Attachment: 3		Exhibit: A						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 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	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																				
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU									0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																				
TANDEM SWITCHING																				
	Tandem Switching Function Per MOU							OHD		0.0005507										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)							OHD		0.0005507										
	Tandem Intermediary Charge, per MOU*							OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
TRUNK CHARGE																				
	Installation Trunk Side Service - per DS0							OHD	TPP6X		21.64bk	8.15bk								
	Installation Trunk Side Service - per DS0							OHD	TPP9X		21.64bk	8.15bk								
	Dedicated End Office Trunk Port Service-per DS0**							OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**							OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**							OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**							OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
COMMON TRANSPORT (Shared)																				
	Common Transport - Per Mile, Per MOU							OHD		0.0000032										
	Common Transport - Facilities Termination Per MOU							OHD		0.0003748										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month							OHM	1L5NF	0.013bk										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month							OHM	1L5NF	22.6bk	39.36bk	26.62bk								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month							OHM	1L5NK	0.013bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month							OHM	1L5NK	15.61bk	39.37bk	26.62bk								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month							OHM	1L5NK	0.013bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month							OHM	1L5NK	15.61bk	39.37bk	26.62bk								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month							OH1, OH1MS	1L5NL	0.2652bk										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month							OH1, OH1MS	1L5NL	70.47bk	86.69bk	79.44bk								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month							OH3, OH3MS	1L5NM	6.04bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month							OH3, OH3MS	1L5NM	850.45bk	270.69bk	158.05bk								
LOCAL CHANNEL - DEDICATED TRANSPORT																				
	Local Channel - Dedicated - 2-Wire Voice Grade per month							OHM	TEFV2	18.32bk	187.51bk	32.21bk								
	Local Channel - Dedicated - 4-Wire Voice Grade per month							OHM	TEFV4	19.41bk	187.94bk	32.63bk								
	Local Channel - Dedicated - DS1 per month							OH1	TEFHG	39.18bk	172.34bk	149.27bk								
	Local Channel - Dedicated - DS3 Facility Termination per month							OH3	TEFHJ	469.44bk	438.46bk	256.3bk								
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	105.09bk	88.41bk	60.76bk								
	DS3 to DS1 Channel System per month							OH3, OH3MS	SATNS	201.48bk	172.99bk	91.25bk								
	DS3 Interface Unit (DS1 COCI) per month							OH1, OH1MS	SATCO	11.78bk	6.39bk	4.58bk								

LOCAL INTERCONNECTION - Mississippi												Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
									First	Add'l	First	Add'l	SOMECE	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.																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																
Single Rate for ISP-Bound Traffic and Local Traffic, per MOU									0.0007							
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																
TANDEM SWITCHING																
Tandem Switching Function Per MOU									0.0005379							
Multiple Tandem Switching, per MOU (applies to initial tandem only)									0.0005379							
Tandem Intermediary Charge, per MOU*									0.0015							
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
Installation Trunk Side Service - per DS0											21.58bk	8.13bk				
Installation Trunk Side Service - per DS0											21.58bk	8.13bk				
Dedicated End Office Trunk Port Service-per DS0**									0.00							
Dedicated End Office Trunk Port Service-per DS1**									0.00							
Dedicated Tandem Trunk Port Service-per DS0**									0.00							
Dedicated Tandem Trunk Port Service-per DS1**									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									0.0000026							
Common Transport - Facilities Termination Per MOU									0.0004541							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month									0.0098bk							
Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month									22.52bk	40.77bk	27.57bk	17.26bk	7.11bk			
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month									0.0098bk							
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month									15.68bk	40.78bk	27.57bk	17.26bk	7.11bk			
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month									0.0098bk							
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month									15.68bk	40.78bk	27.57bk	17.26bk	7.11bk			
Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month									0.201bk							
Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month									57.33bk	89.79bk	82.28bk	16.86bk	14.9bk			
Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month									4.76bk							
Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month									641.9bk	280.37bk	163.7bk	62.08bk	60.29bk			
LOCAL CHANNEL - DEDICATED TRANSPORT																
Local Channel - Dedicated - 2-Wire Voice Grade per month									14.91bk	194.22bk	33.36bk	37.79bk	3.3bk			
Local Channel - Dedicated - 4-Wire Voice Grade per month									15.99bk	194.66bk	33.8bk	38.27bk	3.78bk			
Local Channel - Dedicated - DS1 per month									36.83bk	178.5bk	154.61bk	22.89bk	15.74bk			
Local Channel - Dedicated - DS3 Facility Termination per month									413.87bk	454.13bk	264.47bk	123.23bk	86.19bk			
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									0.00	0.00						
Local Channel - Dedicated - DS3 per month									0.00	0.00						
MULTIPLEXERS																
Channelization - DS1 to DS0 Channel System									102.85bk	91.57bk	62.94bk	10.87bk	10.1bk			
DS3 to DS1 Channel System per month									170.63bk	179.17bk	94.52bk	34.3bk	32.82bk			
DS3 Interface Unit (DS1 COCI) per month									12.96bk	6.62bk	4.74bk					

LOCAL INTERCONNECTION - North Carolina												Attachment: 3		Exhibit: A						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 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	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																				
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU									0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																				
TANDEM SWITCHING																				
	Tandem Switching Function Per MOU							OHD		0.0012										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)							OHD		0.0012										
	Tandem Intermediary Charge, per MOU*							OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
TRUNK CHARGE																				
	Installation Trunk Side Service - per DS0							OHD	TPP6X		21.55bk	8.12bk								
	Installation Trunk Side Service - per DS0							OHD	TPP9X		21.55bk	8.12bk								
	Dedicated End Office Trunk Port Service-per DS0**							OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**							OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**							OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**							OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
COMMON TRANSPORT (Shared)																				
	Common Transport - Per Mile, Per MOU							OHD		0.00001										
	Common Transport - Facilities Termination Per MOU							OHD		0.00034										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month							OHM	1L5NF	0.0282bk										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month							OHM	1L5NF	18bk	137.48bk	52.58bk								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month							OHM	1L5NK	0.0282bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month							OHM	1L5NK	17.4bk	137.48bk	52.58bk								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month							OHM	1L5NK	0.0282bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month							OHM	1L5NK	17.4bk	137.48bk	52.58bk								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month							OH1, OH1MS	1L5NL	0.5753bk										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month							OH1, OH1MS	1L5NL	71.29bk	217.17bk	163.75bk								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month							OH3, OH3MS	1L5NM	12.98bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month							OH3, OH3MS	1L5NM	720.38bk	794.94bk	579.55bk								
LOCAL CHANNEL - DEDICATED TRANSPORT																				
	Local Channel - Dedicated - 2-Wire Voice Grade per month							OHM	TEFV2	11.24bk	553.8bk	89.69bk								
	Local Channel - Dedicated - 4-Wire Voice Grade per month							OHM	TEFV4	12.03bk	562.23bk	92.67bk								
	Local Channel - Dedicated - DS1 per month							OH1	TEFHG	27.05bk	534.48bk	462.69bk								
	Local Channel - Dedicated - DS3 Facility Termination per month							OH3	TEFHJ	298.92bk	438.46bk	256.3bk								
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	146.69bk	197.78bk	140.06bk								
	DS3 to DS1 Channel System per month							OH3, OH3MS	SATNS	233.1bk	403.97bk	234.4bk								
	DS3 Interface Unit (DS1 COCI) per month							OH1, OH1MS	SATCO	16.07bk	13.09bk	9.38bk								

LOCAL INTERCONNECTION - South Carolina												Attachment: 3		Exhibit: A				
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	SOMECE	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.																		
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																		
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU								0.0007									
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																		
TANDEM SWITCHING																		
	Tandem Switching Function Per MOU						OHD		0.000736									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)						OHD		0.000736									
	Tandem Intermediary Charge, per MOU*						OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.65bk	8.16bk							
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.65bk	8.16bk							
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
	Common Transport - Per Mile, Per MOU						OHD		0.0000045									
	Common Transport - Facilities Termination Per MOU						OHD		0.0004095									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0167bk									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	24.3bk	40.63bk	27.47bk	16.77bk	6.91bk					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0167bk									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	16.76bk	40.63bk	27.47bk	16.77bk	6.91bk					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0167bk									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	16.76bk	40.63bk	27.47bk	16.77bk	6.91bk					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.3415bk									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	77.14bk	89.47bk	81.99bk	16.39bk	14.48bk					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	8.02bk									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	880.65bk	279.37bk	163.12bk	60.33bk	58.59bk					
LOCAL CHANNEL - DEDICATED TRANSPORT																		
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	15.33bk	193.53bk	33.24bk	36.72bk	3.21bk					
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	16.54bk	193.97bk	33.68bk	37.19bk	3.68bk					
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	42.62bk	177.87bk	154.06bk	22.24bk	15.3bk					
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	446bk	452.52bk	264.53bk	119.75bk	83.77bk					
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	107.57bk	91.24bk	62.71bk	10.56bk	9.81bk					
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	144.02bk	178.54bk	94.18bk	33.33bk	31.9bk					
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	8.64bk	6.59bk	4.73bk							

LOCAL INTERCONNECTION - Tennessee												Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)										OSS Rates (\$)								
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.																		
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																		
Single Rate for ISP-Bound Traffic and Local Traffic, per MOU										0.0007								
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																		
TANDEM SWITCHING																		
Tandem Switching Function Per MOU										OHD	0.0009778							
Multiple Tandem Switching, per MOU (applies to intial tandem only)										OHD	0.0009778							
Tandem Intermediary Charge, per MOU*										OHD	0.0015							
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
Installation Trunk Side Service - per DS0										OHD	TPP6X	21.59bk	8.09bk					
Installation Trunk Side Service - per DS0										OHD	TPP9X	21.59bk	8.09bk					
Dedicated End Office Trunk Port Service-per DS0**										OHD	TDEOP	0.00						
Dedicated End Office Trunk Port Service-per DS1**										OH1 OH1MS	TDE1P	0.00						
Dedicated Tandem Trunk Port Service-per DS0**										OHD	TDWOP	0.00						
Dedicated Tandem Trunk Port Service-per DS1**										OH1 OH1MS	TDW1P	0.00						
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
Common Transport - Per Mile, Per MOU										OHD		0.0000064						
Common Transport - Facilities Termination Per MOU										OHD		0.0003871						
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month										OHM	1L5NF	0.0174bk						
Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month										OHM	1L5NF	18.58bk	55.39bk	17.37bk	27.96bk	3.51bk		
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month										OHM	1L5NK	0.0174bk						
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month										OHM	1L5NK	17.98bk	55.39bk	17.37bk	27.96bk	3.51bk		
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month										OHM	1L5NK	0.0174bk						
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month										OHM	1L5NK	17.98bk	55.39bk	17.37bk	27.96bk	3.51bk		
Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month										OH1, OH1MS	1L5NL	0.3562bk						
Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month										OH1, OH1MS	1L5NL	77.86bk	112.4bk	76.27bk	19.55bk	14.99bk		
Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month										OH3, OH3MS	1L5NM	2.34bk						
Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month										OH3, OH3MS	1L5NM	848.99bk	395.29bk	176.56bk	109.04bk	105.91bk		
LOCAL CHANNEL - DEDICATED TRANSPORT																		
Local Channel - Dedicated - 2-Wire Voice Grade per month										OHM	TEFV2	19.43bk	199.33bk	24.16bk	54.81bk	4.8bk		
Local Channel - Dedicated - 4-Wire Voice Grade per month										OHM	TEFV4	20.56bk	201.53bk	24.83bk	55.52bk	5.51bk		
Local Channel - Dedicated - DS1 per month										OH1	TEFHG	40.99bk	277.35bk	233.26bk	33.18bk	22.3bk		
Local Channel - Dedicated - DS3 Facility Termination per month										OH3	TEFHJ	611.3bk	595.37bk	304.5bk	215.82bk	151.15bk		
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	80.77bk	141.87bk	77.11bk	44.47bk	42.62bk		
DS3 to DS1 Channel System per month										OH3, OH3MS	SATNS	222.98bk	308.03bk	108.47bk	6.34bk	4.23bk		
DS3 Interface Unit (DS1 COC) per month										OH1, OH1MS	SATCO	17.58bk	6.07bk	4.66bk				
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.																		

**Amendment
To the
Interconnection Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated June 23, 2004**

Pursuant to this Amendment, (the “Amendment”), Level 3 Communications, L.L.C. (Level 3), and BellSouth Telecommunications, Inc. (“BellSouth”), hereinafter referred to collectively as the “Parties,” hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 (“Agreement”) to be effective the date of the last signature executing this Amendment.

WHEREAS, BellSouth and Level 3 entered into the Agreement on June 23, 2004, and;

WHEREAS, BellSouth and Level 3 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 Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
2. The Parties agree to add the following language to Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.4.5 of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability Level 3 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 June 23, 2004 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.

LNP Recovery Amendment
Signature Page

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

BellSouth Telecommunications, Inc.By: Name: Kristen E. RoweTitle: DirectorDate: 9/3/04**Level 3 Communications, L.L.C.**By: Name: Charles P. Keese IITitle: VP- Wholesale Voice ServicesDate: 8/9/2004

Version 3Q03: 11/12/2003

[CCCS Amendment 2 of 2]

**Amendment to the Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated June 23, 2004**

Pursuant to this Amendment, (the “Amendment”), Level 3 Communications, L.L.C. (“Level 3”), and BellSouth Telecommunications, Inc. (“BellSouth”), hereinafter referred to collectively as the “Parties,” hereby agree to amend that certain Interconnection Agreement between the Parties effective June 23, 2004 (“Agreement”) to be effective on the date of the last signature executing the Amendment (“Effective Date”).

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 that the following will be effective February 28, 2005:
 - A. The Parties agree to delete Section 7.5.1.3 and Section 7.5.1.4 of Attachment 3 of the Agreement.
 - B. The Parties agree to delete Section 7.5.1.2 in its entirety and replace with the following:

7.5.1.2 The Parties have been unable to agree as to whether computer-to-phone and phone-to-computer -VOIP transmissions which cross different local calling area boundaries constitute Switched Access Traffic (“Disputed VoIP”). Notwithstanding the foregoing, and without waiving any rights with respect to either Party’s position as to the jurisdictional nature of Disputed VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any. Except as otherwise provided for in this agreement, neither Party will take any action to disconnect, impair, block, fail to provision, fail to support or otherwise degrade the quality of Disputed VoIP.
2. All of the other provisions of the Agreement 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 RoweTitle: DirectorDate: 3/14/05**Level 3 Communications, L.L.C.**By: Name: Andrea L. CavallasTitle: VP, Interconnection ServicesDate: 3/8/05

**Amendment to the Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated June 23, 2004**

Pursuant to this Amendment, (the “Amendment”), Level 3 Communications, L.L.C. (Level 3), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the “Parties”, hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 (Agreement).

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision); and

WHEREAS, on February 28, 2006, the Florida Public Service Commission voted to approve Staff’s February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b; and

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Second Order), rendering decisions on the issues previously vacated; and

WHEREAS, the Parties desire to amend the Agreement to incorporate the Decision and the Second Order;

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 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 Florida only.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Florida only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Florida.

4. 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 Florida Commission's Decision and Second Order.
5. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).
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 Florida Public Service Commission 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: 6/19/06

Level 3 Communications, L.L.C.

By: Andrew Garulus

Name: Andrew Garulus

Title: Vice President

Date: 6/15/06

Version: FL COL Amendment
CLEC with Line Sharing and No CA
04/27/06

[CCCS Amendment 3 of 47]

1. Transition for DS1 and DS3 Loops

- 1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for Level 3 as of March 11, 2005, in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 1.3 Excess DS1 and DS3 Loops are those Level 3 DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 1.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Level 3 at any single building in which DS1 Loops are available as unbundled loops.
- 1.3.2 Level 3 may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 13, BellSouth shall make available DS1 and DS3 Loops only for Level 3's Embedded Base during the Transition Period:
- 1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).
- 1.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).
- 1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
- 1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base and Level 3's Excess DS1 and DS3 Loops equal to the higher of:
- 1.6.1 115% of the rate paid for that element on June 15, 2004; or
- 1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

- 1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.
- 1.7 The Transition Period shall apply only to (1) Level 3's Embedded Base and (2) Level 3's Excess DS1 and DS3 Loops. Level 3 shall not add new DS1 or DS3 loops pursuant to this Agreement.
- 1.8 Level 3 shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a Level 3 chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled.
- 1.8.1 If Level 3 submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.
- 1.8.2 If Level 3 fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 1.9 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
2. Dark Fiber Loop
- 2.1 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 Level 3 to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

- 2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for Level 3 at the terms and conditions set forth in this Attachment.
- 2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of Dark Fiber Loops equal to the higher of:
- 2.2.4.1 115% of the rate paid for that element on June 15, 2004; or
- 2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.
- 2.2.4.4 The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not add new Dark Fiber Loops pursuant to this Agreement.
- 2.2.5 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.
- 2.2.6 Level 3 shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. Level 3 may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If Level 3 chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled.
- 2.2.6.1 If Level 3 submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

2.2.6.2 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify Level 3's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

3. Local Switching

3.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 3 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 3.3 below.

3.2 BellSouth shall not be required to unbundle local circuit switching for Level 3 for a particular End User when Level 3: (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: Miami, FL; Orlando, FL; and Ft. Lauderdale, FL; 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 Level 3 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 Level 3 or transitioned by Level 3, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

3.3 Transition for Local Switching

3.3.1 For purposes of this Section 3, 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.

3.3.2 For the purposes of this Section 3.3, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.4 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements (signaling networks, call-related databases, and shared transport) that are required to be provided in conjunction with

Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), at the rates, terms and conditions set forth in this Section 3. The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not place new orders for Local Switching pursuant to this Agreement.

- 3.3.5 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of Local Switching equal to the higher of:
 - 3.3.5.1 The rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar; or
 - 3.3.5.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.
 - 3.3.5.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.3.5.
- 3.4. Level 3 must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions on or before March 10, 2006. Level 3 may transition from these Local Switching elements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Local Switching.
 - 3.4.1 If Level 3 submits the spreadsheets specified in Section 3.4 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.
 - 3.4.2 If Level 3 fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable UNE disconnect charges as set forth in this Agreement.
- 3.5 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.
- 3.6 The transition of the Embedded Base should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 3.7 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to Level 3.

4. UNE-P

4.1 DS0 Local Switching, 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.

4.2 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.

4.3 Transition Period for UNE-P

4.3.1 For purposes of this Section 4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.3.2 For purposes of this Section 4.3, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction with UNE-P (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.3.3 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 (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not place new orders for UNE-P pursuant to this Agreement.

4.3.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of Local Switching equal to the higher of:

4.3.4.1 The rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar; or

4.3.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

4.3.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.3.4.

4.3.5 Level 3 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 on or before March 10, 2006.

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Level 3 may transition from these UNE-P arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of UNE-P.

- 4.3.5.1 If Level 3 submits the orders or spreadsheets specified in Section 4.3.5 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.
- 4.3.5.2 If Level 3 fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1 to the Agreement. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.
- 4.3.5.3 For Embedded Base UNE-P converted or transitioned, the applicable recurring tariff charges shall apply as of March 11, 2006. The transition of the Embedded Base should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 4.3.6 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.
- 4.3.7 BellSouth shall make 911 updates in the BellSouth 911 database for Level 3's UNE-P. BellSouth will not bill Level 3 for 911 surcharges. Level 3 is responsible for paying all 911 surcharges to the applicable governmental agency.

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 Level 3, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Level 3. 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, BellSouth shall not be required to provide to Level 3 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 Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 5.2.5.1 or 5.2.5.2 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 Level 3 as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 5.2.4 For purposes of this Section 5.2, Excess DS1 and DS3 Dedicated Transport means those Level 3 DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 5.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 5.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 5.2 only for Level 3's Embedded Base during the Transition Period:
 - 5.2.5.1 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. (Tier 1 Wire Center)
 - 5.2.5.2 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 (Tier 2 Wire Center).
 - 5.2.5.3 Level 3 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.
- 5.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 5.2.5.1 and 5.2.5.2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
- 5.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <Level 3's Embedded Base Entrance Facilities and only during the Transition Period.
- 5.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of DS1

and DS3 Dedicated Transport and for Level 3's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, equal to the higher of:

- 5.2.8.1 115% of the rate paid for that element on June 15, 2004; or
- 5.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 5.2.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.8.
- 5.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.8.
- 5.2.9 The Transition Period shall apply only to (1) Level 3's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) Level 3's Excess DS1 and DS3 Dedicated Transport. Level 3 shall not add new Entrance Facilities pursuant to this Agreement. Further, Level 3 shall not add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 pursuant to this Agreement.
- 5.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 5.2.5.1 or 5.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.
- 5.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 5.2.5.1 or 5.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.
- 5.2.12 No later than March 10, 2006 Level 3 shall submit spreadsheet(s) identifying all of the Embedded Base 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. Level 3 may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheet shall take the place of an LSR or ASR. If a Level 3 chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated Transport circuits and UNE Entrance Facilities once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. 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.

- 5.2.12.1 If Level 3 submits the spreadsheets specified in Section 5.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.
- 5.2.12.2 If Level 3 fails to submit the spreadsheet(s) specified in Section 5.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 5.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 5.3 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 5.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 5.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 5.3.2 For purposes of this Section 5.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 5.3.3 For purposes of this Section 5.3, Embedded Base means Dark Fiber Transport that was in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 5.3.4 For purposes of this Section 5.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

- 5.3.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.3 only for Level 3's Embedded Base during the Transition Period:
- 5.3.6 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. (Tier 2 Wire Center)
- 5.3.7 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 5.3.6 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
- 5.3.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base and Embedded Base Dark Fiber Entrance Facilities shall be equal to the higher of:
- 5.3.8.1 115% of the rate paid for that element on June 15, 2004; or
- 5.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 5.3.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.3.8.
- 5.3.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base Entrance Facilities as set forth in this Section 5.3.8.
- 5.3.9 The Transition Period shall apply only to Level 3's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Level 3 shall not add new Dark Fiber Transport as described in this Section 5.3.1. Level 3 shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 5.3.10 Wire Centers listed on the Initial List exceed the threshold set forth in Section 5.3.6, BellSouth will not be required to provide Level 3 future access to Dark Fiber Transport from those wire centers.
- 5.3.11 No later than September 10, 2006 Level 3 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 BellSouth services as Conversions pursuant to Section 17. Level 3 may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheet shall take the place of an LSR or ASR. If a Level 3 chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits,

BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

- 5.3.11.1 If Level 3 submits the spreadsheets specified in Section 5.3.11 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.
- 5.3.11.2 If Level 3 fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 5.3.11.3 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

6. Loops/Transport

- 6.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.

6.2 (i) Business Line

- 6.2.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line.

For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 “business lines.”

6.3 (ii) Fiber-Based Collocation

6.3.1 For purposes of this Amendment a “Fiber-Based Collocator” is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

6.4 (iii) Building

6.4.1 For purposes of this Amendment, a “Building” is 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 Amendment. 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 telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

6.5 (iv) Route

6.5.1 The definition of a route is as defined in Section 5.1 of this Exhibit A.

7 Procedures For Additional Designations Of “Non-Impaired” Wire Centers

7.1 Exhibit A to Attachment 2 of the Agreement If BellSouth seeks to designate additional wire centers as “non-impaired” for purposes of the FCC’s Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) “non-impaired” wire centers (“subsequent wire centers”). The list of additional “non-impaired” wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the

previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

7.2 Designation by BellSouth of additional "non-impaired" wire centers will be based on the following criteria:

- a. The CLLI of the wire center.
- b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
- c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
- d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
- e. The names of any carriers relied upon as fiber-based collocators.

7.3 BellSouth and Level 3 agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

7.4 The initial wire center list is shown below.

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	

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WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	
MIAMFLCA	22,645	3	2	
ORLDFLCL	20,828	>4	1	
MNDRFLLO	20,180	3	2	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	

8. 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.
9. 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 Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.
10. Except to the extent expressly provided otherwise in this Attachment, Level 3 may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that Level 3 has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide

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- Level 3 with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by Level 3 within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If Level 3 fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.
11. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Level 3 shall undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Level 3 self-certifies that to the best of Level 3's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Level 3's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill Level 3 the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, Level 3 shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.
 12. In the event that (1) BellSouth designates a wire center as non-impaired, (2) Level 3 converts existing UNEs to other services or orders new services as services other than UNEs, (3) Level 3 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 designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Level 3, 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 Level 3 the difference between the rate paid by Level 3 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.
 13. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

- 13.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future
- 13.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 5.2.5.1 (DS1 transport) and 5.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 13.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.
- 13.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for Level 3 in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 13.5 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 13.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.
- 13.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Level 3 chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 13.7.1 If Level 3 submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.
- 13.7.2 If Level 3 fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Level 3's

- remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 13.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 13.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future
- 13.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 13.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 11 above.
- 13.8.3 For purposes of Section 13.8, BellSouth shall make available dark fiber transport that was in service for Level 3 in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 13.8.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 13.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.
- 13.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Level 3 chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. The

Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

- 13.8.6.1 If Level 3 submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable
- 13.8.6.2 If Level 3 fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 13.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 14. Level 3 may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to Level 3, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.
- 15. The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.
- 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 Level 3 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. Level 3 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 Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.
- 16.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the 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.
- 16.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
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 Level 3 pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. 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 Level 3. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Level 3 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 will 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 Any outstanding conversions shall be effective on or after the effective date of this agreement.
- 17.3 Ordering Guidelines and Processes
- 17.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Level 3 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 at: www.interconnection.bellsouth.com/guides/html/unes.html.
- 17.3.3 The provisioning of Network Elements, Combinations and Other Services to Level 3’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 Level 3’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.
- 17.3.4 Any pending conversions shall be effective on the effective date of this agreement.
18. Line Sharing
- 18.1 General. Line Sharing is defined as the process by which Level 3 provides digital subscriber line (“xDSL”) service over the same copper Loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the Loop and Level 3 using the high frequency spectrum (as defined below) of the Loop.
- 18.2 Line Sharing arrangements in service as of October 1, 2003 under a prior Interconnection Agreement between Bellsouth and Level 3, will remain in effect until the End User discontinues or moves xDSL service with Level 3. Arrangements pursuant to this Section will be billed at the rates set forth in Exhibit B.
- 18.3 For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 the rates will be as set forth in Exhibit B.
- 18.4 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 as set forth in Exhibit B.
- 18.5 Any Line Sharing arrangements placed in service on or after October 2, 2003; and not otherwise terminated, shall terminate on October 2, 2006.
- 18.6 No new line sharing arrangements may be ordered.
- 18.7 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 Level 3 the ability to provide xDSL data services to the End User for which BellSouth provides voice services.

- 18.8 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. Level 3 shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the abovementioned document.
- 18.9 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.
- 18.10 BellSouth will provide Loop Modification to Level 3 on an existing Loop for Line Sharing in accordance with procedures as specified in Section 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 Level 3 requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Level 3 shall pay for the Loop to be restored to its original state.
- 18.11 Line Sharing must be provide only 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 Level 3 desires to continue providing xDSL service on such Loop, Level 3 or the new voice provider, 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 Level 3 purchases the full stand-alone Loop, Level 3 may elect the type of Loop it will purchase. Level 3 will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to Attachment 2 of the Agreement. In the event Level 3 purchases a voice grade Loop, Level 3 acknowledges that such Loop may not remain xDSL compatible.
- 18.12 If the End User terminates its BellSouth provided voice service, and Level 3 requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement, BellSouth will discontinue billing Level 3 for the High Frequency Spectrum and begin billing the voice Level 3 for the full stand-alone Loop. BellSouth will continue to bill Level 3 for all associated splitter charges if Level 3 continues to use a BellSouth splitter. Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

- 18.13 Once BellSouth has placed cross-connects on behalf of Level 3 to provide Level 3 access to the High Frequency Spectrum and chooses to rearrange its splitter or Level 3 pairs, Level 3 may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Level 3's cable pairs or splitter ports after BellSouth has placed cross-connection to provide Level 3 access to the High Frequency Spectrum. BellSouth shall bill and Level 3 shall pay the Subsequent Activity charges as set forth in Exhibit A to Attachment 2 of the Agreement.
- 18.14 BellSouth's Local Ordering Handbook (LOH) will provide Level 3 the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.
- 18.15 Maintenance and Repair - Line Sharing. Level 3 shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Level 3 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. Level 3 will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.
- 18.16 Level 3 shall inform its End Users to direct data problems to Level 3, unless both voice and data services are impaired, in which event Level 3 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.
19. Line Splitting
- 19.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 19.2 Line Splitting – UNE-L. If Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 19.2.1 Provisioning Line Splitting and Splitter Space – UNE-L
- 19.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When Level 3 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.

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

19.3 CLEC Provided Splitter – Line Splitting – UNE-L

19.3.1 To order High Frequency Spectrum on a particular Loop, Level 3 must have a DSLAM collocated in the central office that serves the End User of such Loop.

19.3.2 Level 3 may purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

19.3.2 Any splitters installed by Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

19.4 Maintenance – Line Splitting – UNE-L

19.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

19.5 Indemnification

19.5.1 Level 3 shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

19.6 Network Modifications

19.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

20. Call Related Databases and Signaling

20.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunication Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling

- including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to Level 3 pursuant to this Agreement.
- 20.1.1 Such unbundled access is only available until March 10, 2006.
- 20.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service
- 20.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Level 3's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Level 3.
- 20.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.
- 20.3 LIDB
- 20.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Level 3 must purchase appropriate signaling links pursuant to Section 20.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.
- 20.3.2 Technical Requirements
- 20.3.2.1 BellSouth will offer to Level 3 any additional capabilities that are developed for LIDB during the life of this Agreement.
- 20.3.2.2 BellSouth shall process Level 3's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Level 3 what additional functions (if any) are performed by LIDB in the BellSouth network.

- 20.3.2.3 Within two (2) weeks after a request by Level 3, BellSouth shall provide Level 3 with a list of the customer data items, which Level 3 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.
- 20.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 20.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 20.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.
- 20.3.2.7 All additions, updates and deletions of Level 3 data to the LIDB shall be solely at the direction of Level 3. Such direction from Level 3 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 20.3.2.8 BellSouth shall provide priority updates to LIDB for Level 3 data upon Level 3's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 20.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Level 3 customer records will be missing from LIDB, as measured by Level 3 audits. BellSouth will audit Level 3 records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Level 3 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Level 3 within one (1) business day of audit. Once reconciled records are received back from Level 3, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact Level 3 to negotiate a time frame for the updates, not to exceed three (3) business days.
- 20.3.2.10 BellSouth shall perform backup and recovery of all of Level 3's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

- 20.3.2.11 BellSouth shall provide Level 3 with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Level 3 and BellSouth.
- 20.3.2.12 BellSouth shall prevent any access to or use of Level 3 data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Level 3 in writing.
- 20.3.2.13 BellSouth shall provide Level 3 performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Level 3 at least at parity with BellSouth Customer Data. BellSouth shall obtain from Level 3 the screening information associated with LIDB Data Screening of Level 3 data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Level 3 under the BFR/NBR Process as set forth in Attachment 11.
- 20.3.2.14 BellSouth shall accept queries to LIDB associated with Level 3 customer records and shall return responses in accordance with industry standards.
- 20.3.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 20.3.2.16 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 industry standards.
- 20.3.2.17 Interface Requirements
- 20.3.2.17.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 20.3.2.17.2 The interface to LIDB shall be in accordance with the technical references contained within.
- 20.3.2.17.3 The CCS interface to LIDB shall be the standard interface described herein.
- 20.3.2.17.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 20.3.2.17.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. Level 3 shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Level 3 shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September,

respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

20.4 Signaling

BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

20.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Level 3 designated SPOI that provide appropriate physical diversity.

20.4.2 Technical Requirements

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

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

20.4.2.3 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

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

20.4.2.4.1 An A-link layer shall consist of two (2) links; and

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

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

20.4.2.6 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

20.4.2.7 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

20.4.2.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at Level 3's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

- 20.5 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 20.5.1 Technical Requirements
- 20.5.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.
- 20.5.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.
- 20.5.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Level 3 local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Level 3 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 20.5.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Level 3 or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Level 3 database, then Level 3 agrees to provide BellSouth with the Destination Point Code for Level 3 database.
- 20.5.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

20.5.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Level 3 or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

20.6 SS7

20.6.1 When technically feasible and upon request by Level 3, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Level 3's SS7 network to exchange TCAP queries and responses with a Level 3 SCP.

20.6.2 SS7 AIN Access shall provide Level 3 SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Level 3 SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Level 3 SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

20.6.3 Interface Requirements

20.6.3.1 BellSouth shall provide the following STP options to connect Level 3 or Level 3-designated Local Switching systems to the BellSouth SS7 network:

20.6.3.1.1 An A-link interface from Level 3 Local Switching systems; and

20.6.3.1.2 A B-link interface from Level 3 local STPs.

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

20.6.5 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

20.6.6 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

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

20.6.8 Message Screening

20.6.8.1 BellSouth shall set message screening parameters so as to accept valid messages from Level 3 local or tandem switching systems destined to any signaling point within

BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.

20.6.8.2 BellSouth shall set message screening parameters so as to pass valid messages from Level 3 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.

20.6.8.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Level 3 from any signaling point or network interconnected through BellSouth's SS7 network where the Level 3 SCP has a valid signaling relationship.

20.7 SCP/Databases

20.7.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

20.7.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

20.7.3 Technical Requirements for SCPs/Databases

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

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

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

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

20.7.5 CNAM Database Service

20.7.5.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched

- to the CNAM database. This service also provides Level 3 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 20.7.5.2 Level 3 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to Level 3's access to BellSouth's CNAM Database Services and shall be addressed to Level 3's Local Contract Manager.
- 20.7.5.3 Level 3's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.
- 20.7.5.4 For each Level 3 End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 20.7.5.3 above, to a third party calling name database, to provide calling name information, if available, to Level 3's End User. Level 3 shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an Level 3 End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, Level 3 shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of Level 3's End Users.
- 20.7.5.5 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill Level 3 at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per Level 3's End Users with the Caller ID feature.
- 20.7.6 SCE/SMS AIN Access
- 20.7.6.1 BellSouth's SCE/SMS AIN Access shall provide Level 3 the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 20.7.6.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Level 3. 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.

- 20.7.6.3 BellSouth SCP shall partition and protect Level 3 service logic and data from unauthorized access.
- 20.7.6.4 When Level 3 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Level 3 to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 20.7.6.5 Level 3 access will be provided via remote data connection (e.g., dial-in, ISDN).
- 20.7.6.6 BellSouth shall allow Level 3 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.
21. Automatic Location Identification/Data Management System
- 21.1 911 and E911 Databases
- 21.1.1 BellSouth shall provide Level 3 with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 21.1.2 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. Level 3 will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 21.3.1 below.
- 21.1.3 Technical Requirements
- 21.1.3.1 BellSouth's 911 database vendor shall provide Level 3 the capability of providing updates to the ALI/DMS database through a specified electronic interface. Level 3 shall contact BellSouth's 911 database vendor directly to request interface. Level 3 shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Level 3 and BellSouth shall not be liable for the transactions between Level 3 and BellSouth's 911 database vendor.
- 21.1.3.2 It is Level 3'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.
- 21.1.3.3 Level 3 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: www.interconnection.bellsouth.com/guides.
- 21.1.3.4 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 Level 3, 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 Level 3 to assume responsibility for such records.

- 21.1.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Level 3 that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Level 3 shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Level 3 within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Level 3 shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Level 3's records.
22. 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). 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. FTTH/FTTC loops do not include local loops to predominately business MDUs.
- 22.1 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 predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
23. 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 Level 3 with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.
- 23.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.
24. Routine Network Modifications

- 24.1 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. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A to Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. 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; and deploying a new multiplexer or reconfiguring an existing multiplexer. 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 a CLEC.
- 24.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit A to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Level 3, BellSouth will perform the RNM.
25. Line Conditioning
- 25.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.
- 25.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 25.3 Any copper loop being ordered by Level 3 which has over 6,000 feet of combined bridged tap will be modified, upon request from Level 3, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Level 3. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500)

and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A to Attachment 2 of the Agreement.

- 25.4 Level 3 may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 25.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit A to Attachment 2 of the Agreement.
- 25.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 25.7 If Level 3 requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Level 3 will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 25.8 Level 3 will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Level 3 desires BellSouth to condition.
- 25.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Level 3, Level 3 will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Level 3 is available at the location for which the ULM was requested, Level 3 will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Level 3 will not be charged for ULM but will only be charged the service order charges for submitting an order.
26. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to Level 3 on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.
- 26.1 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 Level 3. 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 a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

27. EELs Audit provisions

- 27.1 BellSouth may, on an annual basis audit Level 3's records 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 Level 3. Such Notice of Audit will be delivered to Level 3 no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.
- 27.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. 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 Level 3'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 Level 3 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.
- 27.3 To the extent the independent auditor's report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 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.
- 27.4 To the extent the independent auditor's report concludes that Level 3 failed to comply in all material respects with the service eligibility criteria, Level 3 shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 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.
28. Level 3 shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
29. 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 Level 3 may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

30. Subloop Elements.

30.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

30.2 Unbundled Subloop Distribution (USLD)

30.2.1 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))

30.2.2 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.

30.2.3 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.

30.2.4 If Level 3 requests a UCSL and it is not available, Level 3 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.

30.2.5 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.

30.2.6 Upon request for USLD-INC from Level 3, 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 Level 3's use on this cross-connect panel. Level 3 will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

30.2.7 For access to Voice Grade USLD and UCSL, Level 3 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. Level 3's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

30.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3'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/unec.html.

30.2.9 The site set-up must be completed before Level 3 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 Level 3'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.

30.2.10 Once the site set-up is complete, Level 3 will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

30.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

30.3 Unbundled Network Terminating Wire (UNTW)

30.3.1 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.

30.3.2 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.

30.3.3 Requirements

30.3.3.1 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.

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

- 30.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Level 3 does own or control such wiring, Level 3 will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Level 3.
- 30.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.
- 30.3.3.5 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.
- 30.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 30.3.3.7 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.
- 30.3.3.8 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.
- 30.3.3.9 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).
- 30.3.3.10 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.
- 30.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting 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.

UNBUNDLED NETWORK ELEMENTS - Florida													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
										Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
										First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
								UEA	URES	8.98	8.98								
								UEA	URES	8.98	8.98								
4-WIRE ANALOG VOICE GRADE LOOP																			
								UEA	URES	8.98	8.98								
								UEA	URES	8.98	8.98								
4-WIRE DS1 DIGITAL LOOP																			
								USL	URES	8.98	8.98								
								USL	URES	8.98	8.98								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																			
								UDL	URES	8.98	8.98								
								UDL	URES	8.98	8.98								
UNE LOOP COMMINGLING																			
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																			
							1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01					
							2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01					
							3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01					
							1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01					
							2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01					
							3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01					
								NTCVG	URES	8.98	8.98								
								NTCVG	URES	8.98	8.98								
								NTCVG	UREWO	87.71	36.35								
								NTCVG	URETL	11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																			
							1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56					
							2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56					
							3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56					
								NTCVG	URES	8.98	8.98								
								NTCVG	URES	8.98	8.98								
								NTCVG	UREWO	87.71	36.35								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																			
							1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53					
							2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53					
							3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53					
								NTCD1	URES	8.98	8.98								
								NTCD1	URES	8.98	8.98								
								NTCD1	UREWO	101.07	43.04								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																			
							1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56					
							2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56					
							3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56					
							1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56					
							2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56					
							3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56					
							1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56					
							2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56					
							3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56					
							1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56					
							2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56					
							3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56					
							1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56					
							2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56					
							3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56					
							1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56					
							2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56					

Version: FL COL Amendment
CLEC with Line Sharing No CA
04/27/06

UNBUNDLED NETWORK ELEMENTS - Florida											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-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
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCU1	OCOSL		23.02									
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X, NTCU1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								
LINE SHARING																
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed on or after October 02, 2003 shall be billed as follows:															
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")															
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND															

UNBUNDLED NETWORK ELEMENTS - Florida											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	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																
	NOTE 1: Above will apply to USOCs: ULSDT and ULSCT																
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	119.72	379.13	0.00	347.90	0.00							
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	29.93	379.13	0.00	347.90	0.00							
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	8.33	379.13	0.00	347.90	0.00							
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173.66	0.00	97.42	0.00							
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
	Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61							
	Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	5.77	29.68	21.28	19.57	9.61							
	Line Sharing - per Subsequent Activity per Line Rearrangement - (BST Owned Splitter)			ULS	ULSDS		21.68	16.44									
	Line Sharing - per Subsequent Activity per Line Rearrangement - (DLEC Owned Splitter)			ULS	ULSCS		21.68	16.44									
	Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74							
	Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	5.77	47.44	19.31	20.67	12.74							
	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									

**Amendment to the Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated June 23, 2004**

Pursuant to this Amendment, (the “Amendment”), Level 3 Communications, L.L.C. (Level 3, and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the “Parties”, hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 (Agreement).

WHEREAS, on April 20, 2006, the Alabama Public Service Commission (Commission) issued its Order in Docket No. 29543 (Order), Petition Regarding the Establishment of a Generic Proceeding on Change of Law and Nondiscriminatory Pricing for UNEs; and

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Commission’s Order;

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 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 Alabama only.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Alabama only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Alabama.
4. 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 Alabama Public Service Commission's Orders.
5. This Amendment shall be deemed effective on March 11, 2006 (Effective Date).
6. All of the other provisions of the Agreement shall remain in full force and effect.

7. Either or both of the Parties are authorized to submit this Amendment to the Alabama Public Service Commission 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.

“Effective on 3/11/06 pursuant to the APSC's Final Order Resolving Disputed Issues in Docket 29543”

BellSouth Telecommunications, Inc.

Level 3 Communications, L.L.C.

By: _____

By: _____

Name: Kristen E. Shore _____

Name: _____

Title: Director _____

Title: _____

Date: _____

Date: _____

Issue 1 – 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. Transition for DS1 and DS3 Loops
 - 1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
 - 1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for Level 3 as of March 11, 2005, (and/or were added during the Transition Period as permitted by Commission order) in those wire centers that, as of such date (or thereafter as applicable), met the criteria set forth in Section 1.4.1 and 1.4.2. The Embedded Base shall not include subsequent disconnects and/or lost End Users.
 - 1.3 Excess DS1 and DS3 Loops are those Level 3 DS1 and DS3 Loops in service as of March 11, 2005, (or added during the Transition Period) pursuant to Commission Order in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects and/or loss of End Users shall be removed from the calculation of Excess DS1 and DS3 Loops.
 - 1.3.1 Level 3 may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which such Loops are still subject to unbundling requirements.
 - 1.3.2 Level 3 may obtain a maximum of one (1) Unbundled DS3 Loop to any single building in which such Loops are still subject to unbundling requirements.
 - 1.4 Level 3 may obtain access to the following:
 - 1.4.1 Unbundled DS1 Loops to any Building not served by a wire center with at least 60,000 Business Lines and four (4) or more fiber-based collocators.
 - 1.4.2 Unbundled DS3 Loops to any Building not served by a wire center with at least 38,000 Business Lines and four (4) or more fiber-based collocators.
 - 1.5 The Initial Non-Impaired Wire Center List adopted by the Commission setting forth the wire centers meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is available on BellSouth's Interconnection Web site.
 - 1.6 Transition Period Pricing. From March 11, 2005, through the expiration of the Transition Period, BellSouth shall charge/collect a rate for Level 3’s Embedded Base and Level 3’s Excess DS1 and DS3 Loops equal to the higher of:
 - 1.6.1 115% of the rate paid for that element on June 15, 2004; or

- 1.6.2 115% of any new rate the Commission establishes between June 16, 2004 and March 11, 2005.
- 1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.
- 1.7 If Level 3 fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to the Commission-established switch-as-is charge of \$5.59. Full nonrecurring and installation charges shall apply where physical changes to circuits are necessary.
- 1.8 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
2. Dark Fiber Loop
- 2.1 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 Level 3 to utilize Dark Fiber Loops.
- 2.2 Transition for Dark Fiber Loop
- 2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for Level 3 as of March 11, 2005 and/or added during the Transition Period as pursuant to Commission Order. Subsequent disconnects and/or loss of End Users shall be removed from the Embedded Base.
- 2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for Level 3 at the terms and conditions set forth in this Attachment.

- 2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of Dark Fiber Loops equal to the higher of:
- 2.2.4.1 115% of the rate paid for that element on June 15, 2004; or
- 2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.
- 2.2.4.4 The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not add new Dark Fiber Loops pursuant to this Agreement.
- 2.2.5 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.
- 2.2.6 Level 3 shall strive to provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. Level 3 may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If Level 3 chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled.
- 2.2.6.1 If Level 3 submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no disconnect charges.
- 2.2.6.2 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify Level 3's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to the Commission-established switch-as-is charge of \$5.59.
- 2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

3. Local Switching

3.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 3 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 3.2 below.

3.2 Transition for Local Switching

3.2.1 For purposes of this Section 3, 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.

3.2.2 For the purposes of this Section 3.2, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for Level 3 as of March 11, 2005 and/or were added during the Transition Period as permitted by Commission order. Subsequent disconnects and/or loss of End Users shall be removed from the Embedded Base.

3.2.3 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base of Local Switching equal to the higher of:

3.2.3.1 The rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar; or

3.2.3.2 Any rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

3.2.3.4 These rates shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement and this Section 3.2.3.

3.2.4 If Level 3 failed to submit orders to disconnect or convert all of its Embedded Base of Local Switching on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of Local Switching and will disconnect such Local Switching circuits. Those circuits identified and disconnected by BellSouth shall be subject to the Commission-established switch-as-is charge of \$5.59. Full nonrecurring and installation charges shall apply where physical changes to circuits are necessary.

3.3 As of March 11, 2006, Local Switching was no longer required to be made available pursuant to this Agreement.

3.4 The transition of the Embedded Base should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

3.5 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to Level 3.

4. UNE-P

4.1 UNE-P is DS0 Local Switching, in combination with a Loop and Common (Shared) Transport used to provide 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.

4.2 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.

4.3 Transition Period for UNE-P

4.3.1 For purposes of this Section 4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.3.2 For purposes of this Section 4.3, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction with UNE-P (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), that were in service for Level 3 as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order. Subsequent disconnects and/or loss of End Users shall be removed from the Embedded Base.

4.3.3 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base of Local Switching equal to the higher of:

4.3.3.1 The rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar; or

4.3.3.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

4.3.3.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement and this Section 4.3.3.

4.3.4 If Level 3 failed to submit orders or spreadsheets converting all of the Embedded Base of UNE-P on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1 to the Agreement. Those circuits identified and transitioned by BellSouth shall be subject to the

Commission-established switch-as-is charge of \$5.59. Full nonrecurring and installation charges shall apply where physical changes to circuits are necessary.

4.3.5 For Embedded Base UNE-P converted or transitioned, the applicable recurring tariff charges shall apply as of March 11, 2006. The transition of the Embedded Base should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

4.3.6 As of March 11, 2006, UNE-P was no longer required to be made available pursuant to this Agreement.

4.3.7 BellSouth shall make 911 updates in the BellSouth 911 database for Level 3's UNE-P. BellSouth will not bill Level 3 for 911 surcharges. Level 3 is responsible for paying all 911 surcharges to the applicable governmental agency.

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 Level 3, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Level 3. 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 Level 3 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 Level 3 as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order in those wire centers that, as of such date, met the criteria set forth in Sections 5.2.5.1 or 5.2.5.2 below. Subsequent disconnects and/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 Level 3 as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order. Subsequent disconnects and/or loss of customers shall be removed from the Embedded Base.

- 5.2.4 For purposes of this Section 5.2, Excess DS1 and DS3 Dedicated Transport means those Level 3 DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order, in excess of the caps set forth in Section 5.2.5.3. Subsequent disconnects and/or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 5.2.5 Level 3 may obtain access to the following:
- 5.2.5.1 DS1 Transport except on routes connecting a pair of wire centers, where both wire centers contain at least four (4) fiber-based collocators or at least 38,000 Business access lines.
- 5.2.5.2 DS3 Transport except on routes connecting a pair of wire centers, each of which contains at least three (3) fiber-based collocators or at least 24,000 Business access lines.
- 5.2.5.3 Level 3 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.
- 5.2.6 The Initial Non-Impaired Wire Center List adopted by the Commission setting forth the wire centers meeting the criteria set forth in Sections 5.2.5.1 and 5.2.5.2 above, is available on BellSouth's Interconnection Web site.
- 5.2.7 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base of DS1 and DS3 Dedicated Transport and for Level 3's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, equal to the higher of:
- 5.2.7.1 115% of the rate paid for that element on June 15, 2004; or
- 5.2.7.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 5.2.7.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.7.
- 5.2.7.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.7.
- 5.2.8 If Level 3 failed to submit the spreadsheet(s) identifying its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3

- Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the Commission-established switch-as-is charge of \$5.59. Full nonrecurring and installation charges shall apply where physical changes to circuits are necessary.
- 5.2.9 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 5.3 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 5.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 5.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 5.3.2 For purposes of this Section 5.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 5.3.3 For purposes of this Section 5.3, Embedded Base means Dark Fiber Transport that was in service for Level 3 as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order in those wire centers that, as of such date, met the criteria set forth in 5.3.5 below. Subsequent disconnects and/or loss of End Users shall be removed from the Embedded Base.
- 5.3.4 For purposes of this Section 5.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for Level 3 as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order in those wire centers that, as of such date, met the criteria set forth in 5.3.5 below. Subsequent disconnects and/or loss of End Users shall be removed from the Embedded Base.
- 5.3.5 Level 3 may obtain access to the following:
- 5.3.5.1 Dark Fiber Transport except on routes connecting a pair of wire centers, each of which contains at least three (3) fiber-based collocators or 24,000 Business access lines.

- 5.3.6 The Initial Non-Impaired Wire Center List adopted by the Commission setting forth the wire centers meeting the criteria set forth in Section 5.3.5 above, is available on BellSouth's Interconnection Web site.
- 5.3.7 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base and Embedded Base Dark Fiber Entrance Facilities equal to the higher of:
- 5.3.7.1 115% of the rate paid for that element on June 15, 2004; or
- 5.3.7.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 5.3.7.3 These rates shall be as set forth in Exhibit A Attachment 2 of the Agreement and this Section 5.3.7.
- 5.3.7.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base Entrance Facilities as set forth in this Section 5.3.7.
- 5.3.8 No later than September 10, 2006 Level 3 shall strive to 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 BellSouth services as Conversions pursuant to Section 15. Level 3 may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a Level 3 chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.
- 5.3.9 If Level 3 submits the spreadsheets specified in Section 5.3.8 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.
- 5.3.10 If Level 3 fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the Commission-approved switch-

as-is charge of \$5.59. Full nonrecurring and installation charges shall apply where physical changes to circuits are necessary.

- 5.3.11 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

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?

6. (i) Business Line

- 6.1 For purposes of this Attachment 2, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

6.2 (ii) Fiber-Based Collocation

- 6.2.1 For purposes of this Attachment 2 a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

6.3 (iii) Building

- 6.3.1. For purposes of this Attachment 2, a “Building” is 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. 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 telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

6.4 (iv) Route

- 6.4.1 For purposes of this Attachment 2, a “Route” is, as defined in 47 C.F.R. §. 51.319(e), a transmission path between one of an incumbent LEC's wire centers or switches and another of the incumbent LEC's wire centers or switches. A route between two points (e.g. wire center or switch “A” and wire center or switch “Z”) may pass through one or more intermediate wire centers or switches (e.g., wire center or switch “X”). Transmission paths between identical end points (e.g., wire center or switch “A” and wire center or switch “Z”) are the same “route,” irrespective of whether they pass through the same intermediate wire centers or switches, if any.

7. In the event that (1) BellSouth designates a wire center as non-impaired, (2) Level 3 converts existing UNEs to other services or orders new services as services other than UNEs, (3) Level 3 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 designated such wire center as non-impaired, such wire center did not meet the FCC’s non-impairment criteria, then upon request of Level 3, 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 Level 3 the difference between the rate paid by Level 3 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.

Issue 6 – Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?

8. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop which 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.

9. 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 1 above, DS1 Loops include 2-wire and 4-wire HDSL-Compatible Loops.

Issue 10 – Transition of De-listed 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 centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

10. Except to the extent expressly provided otherwise in this Attachment, Level 3 may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Amendment (collectively "Arrangements"). In the event BellSouth determines that Level 3 has in place any Arrangements after the Effective Date of this Amendment, BellSouth will provide Level 3 with written notice that such Arrangements must be converted or disconnected within thirty (30) days of the receipt of such notice. The written notice provided by BellSouth must identify, by circuit identification number(s), the specific Arrangement(s) which BellSouth insists must be converted or disconnected. Those circuits identified by Level 3 within such thirty (30) day period shall be converted subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If Level 3 fails to dispute BellSouth's claims or fails to submit orders to disconnect or convert such Arrangements within the established thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the Commission-established switch-as-is rate. The full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs will not apply to such conversions. However, the applicable recurring tariff charges shall apply to each circuit upon conversion.

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)?

11. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

11.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

11.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 5.2.5.1 (DS1 transport) and 5.2.5.2 (DS3 transport) but that were not included in the Initial Non-Impaired Wire Center List adopted by the Commission, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a “Subsequent Wire Center List.”

11.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to self-certification by Level 3. BellSouth may review the self-certification claim of Level 3 and seek dispute resolution through the Commission if needed. During the dispute resolution period, the applicable DS1 or DS3 loop rate will not change unless ordered by the Commission. Upon the Commission's resolution of the dispute, said rates will be trued up if necessary, to the time BellSouth provisioned in the order in question.

11.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for Level 3 in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth’s CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.5 Subsequent disconnects and/or lost End Users shall be removed from the Subsequent Embedded Base.

11.6 The rate that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period shall be the rate paid for that element at the time of the CNL posting, plus 15%.

- 11.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Level 3 chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 11.7.1 If Level 3 submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charge.
- 11.7.2 If Level 3 fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the switch-as-is rate established by the Commission.
- 11.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 11.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future
- 11.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.3.5 above, but that were not included in the Initial Non-Impaired Wire Center List adopted by the Commission, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 11.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process by Level 3. BellSouth may review the self-certification claim of Level 3 and seek dispute resolution through the Commission if needed. During the dispute resolution period, the applicable DS1 or DS3 loop rate will not change unless ordered by the Commission. Upon the Commission's resolution of the

- dispute, said rates will be trued up if necessary, to the time BellSouth provisioned in the order in question.
- 11.8.3 For purposes of Section 11.8, BellSouth shall make available dark fiber transport that was in service for Level 3 in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 11.8.4 Subsequent disconnects and/or lost End Users shall be removed from the Subsequent Embedded Base.
- 11.8.5 The rate that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period shall be the rate paid for that element at the time of the CNL posting, plus 15%.
- 11.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Level 3 chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 11.8.6.1 If Level 3 submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is charge.
- 11.8.6.2 If Level 3 fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the switch-as-is charge established by the Commission.
- 11.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

Issue 13 – Should network elements de-listed under §251(c) (3) be removed from BellSouth's SQM/PMAP/SEEM?

12. Level 3 may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to Level 3, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.
13. The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

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)?

14. Commingling of Services

- 14.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Level 3 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. The wholesale services that can be commingled with Network Elements or a Combination include network elements required to be unbundled under Section 271. Level 3 must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 14.2 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.
- 14.3 Unless expressly prohibited by the terms of this Attachment, BellSouth shall permit Level 3 to Commingle an Unbundled Network Element or a Combination of unbundled Network Elements with wholesale services obtained from BellSouth, services obtained from third parties or facilities provided by Level 3. For purposes of example only, Level 3 may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with wholesale services including switched and special access services, or services purchased under resale arrangements with BellSouth.
- 14.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth’s tariffed rates or rates set forth by separate agreement.
- 14.5 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the 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.
- 14.6 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 2. The charges shall be as set forth in Exhibit A of Attachment 2 of the parties Agreement.

Issue 15 – Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so, what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

15. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

15.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively “Conversion”). BellSouth shall charge the applicable nonrecurring Commission approved switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit B. 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 Level 3. 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 will 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 15.3 below.

15.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.

15.3 Ordering Guidelines and Processes

15.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Level 3 should refer to the “Guides” section of the BellSouth Interconnection Web site.

15.3.2 Additional information may also be found in the individual CLEC Information Packages located at the “CLEC UNE Products” on BellSouth’s Interconnection Web site.

15.3.3 The provisioning of Network Elements, Combinations and Other Services to Level 3’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 Level 3’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?

16. Line Splitting

16.1 Line splitting shall mean that Level 3 purchases a whole loop and provides the splitter to provide voice and data services through an arrangement with a third party CLEC, who is either the provider of data services (a Data LEC) or the provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

16.2 Line Splitting – UNE-L. In the event Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

16.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

16.2.1.1 Level 3 provides the splitter when providing Line Splitting with UNE-L. When Level 3 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.

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

16.3 CLEC Provided Splitter – Line Splitting – UNE-L

16.3.1 To order High Frequency Spectrum on a particular Loop, Level 3 or its authorized agent must have a DSLAM collocated in the central office that serves the End User of such Loop.

16.3.2 Level 3 or its authorized agent may purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

16.3.3 Any splitters installed by Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

16.4 Maintenance – Line Splitting – UNE-L

- 16.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
- 16.4.2 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. BellSouth may use existing state commission collaboratives and change management processes to address OSS modifications that are necessary.

16.5 Indemnification

- 16.5.1 Level 3 shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, and costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Level 3), except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 16.5.2 PROVIDED, HOWEVER, that all amounts advanced in respect of such claims, losses and costs shall be repaid to Level 3 by BellSouth if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that BellSouth is not entitled to be indemnified for such claims, losses and costs because the Claims, Losses and Costs arose as a result of BellSouth's gross negligence or willful misconduct.
- 16.5.3 BellSouth will indemnify, defend and hold harmless Level 3 from and against any Claims, Losses and Costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Level 3 brought against Level 3 to the extent such Claim alleges that the cause of the Claim, Loss and Cost was the result of BellSouth's gross negligence or willful misconduct.
- 16.5.4 PROVIDED, HOWEVER, that BellSouth shall have no obligation to indemnify Level 3 under this section unless Level 3 provides BellSouth with prompt written notice of any such Claim; Level 3 permits BellSouth to assume and control the defense to such action, with counsel chosen by BellSouth; and BellSouth does not enter into any settlement or compromise of such Claim.
- 16.5.5 PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to BellSouth by Level 3 if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that Level 3 is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs did not arise as a result of BellSouth's gross negligence or willful misconduct.

- 16.5.6 “Claim” means any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation that BellSouth or Level 3 in good faith believes might lead to the institution of any such action, suit or proceeding.
- 16.5.7 “Loss” means any and all damages, injuries, judgments, fines penalties, amounts paid or payable in settlement, deficiencies, and expenses (including all interest, assessments, and other charges paid or payable in connection with or respect of such Losses) incurred in connection with the Claim.
- 16.5.8 “Costs” means all reasonable attorney’s fees and all other reasonable fees, expenses and obligations paid or incurred in connection with the Claim or related matters, including without limitation, investigating, defending, or participating (as a party, witness or otherwise) in (including on appeal), or preparing to defend or participate in any Claim.

Issue 22 – What is the appropriate ICA language, if any, to address call related databases?

17. Call Related Databases and Signaling

- 17.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunication Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to Level 3 pursuant to this Agreement.
- 17.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service
- 17.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Level 3’s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Level 3.

- 17.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.
- 17.3 LIDB
- 17.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Level 3 must purchase appropriate signaling links pursuant to Section 17.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.
- 17.3.2 Technical Requirements
- 17.3.2.1 BellSouth will offer to Level 3 any additional capabilities that are developed for LIDB during the life of this Agreement.
- 17.3.2.2 BellSouth shall process Level 3's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Level 3 what additional functions (if any) are performed by LIDB in the BellSouth network.
- 17.3.2.3 Within two (2) weeks after a request by Level 3, BellSouth shall provide Level 3 with a list of the customer data items, which Level 3 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.
- 17.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 17.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 17.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.
- 17.3.2.7 All additions, updates and deletions of Level 3 data to the LIDB shall be solely at the direction of Level 3. Such direction from Level 3 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

- 17.3.2.8 BellSouth shall provide priority updates to LIDB for Level 3 data upon Level 3's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 17.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Level 3 customer records will be missing from LIDB, as measured by Level 3 audits. BellSouth will audit Level 3 records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Level 3 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Level 3 within one (1) business day of audit. Once reconciled records are received back from Level 3, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact Level 3 to negotiate a time frame for the updates, not to exceed three (3) business days.
- 17.3.2.10 BellSouth shall perform backup and recovery of all of Level 3's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 17.3.2.11 BellSouth shall provide Level 3 with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Level 3 and BellSouth.
- 17.3.2.12 BellSouth shall prevent any access to or use of Level 3 data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Level 3 in writing.
- 17.3.2.13 BellSouth shall provide Level 3 performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Level 3 at least at parity with BellSouth Customer Data. BellSouth shall obtain from Level 3 the screening information associated with LIDB Data Screening of Level 3 data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Level 3 under the BFR/NBR Process as set forth in Attachment 11

- 17.3.2.14 BellSouth shall accept queries to LIDB associated with Level 3 customer records and shall return responses in accordance with industry standards.
- 17.3.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 17.3.2.16 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 industry standards.
- 17.3.2.17 Interface Requirements
- 17.3.17.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 17.3.17.2 The interface to LIDB shall be in accordance with the technical references contained within.
- 17.3.17.3 The CCS interface to LIDB shall be the standard interface described herein.
- 17.3.17.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 17.3.17.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. Level 3 shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Level 3 shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.
- 17.4 Signaling
- BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.
- 17.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Level 3 designated SPOI that provide appropriate physical diversity.
- 17.4.2 Technical Requirements

- 17.4.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
- 17.4.2.2 As an “A-link” Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and
- 17.4.2.3 As a “B-link” Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).
- 17.4.2.4 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:
 - 17.4.2.4.1 An A-link layer shall consist of two (2) links; and
 - 17.4.2.4.2 A B-link layer shall consist of four (4) links.
- 17.4.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 17.4.2.6 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- 17.4.2.7 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).
- 17.4.2.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at Level 3’s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 17.5 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 17.5.1 Technical Requirements
 - 17.5.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.

- 17.5.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.
- 17.5.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Level 3 local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Level 3 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 17.5.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Level 3 or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Level 3 database, then Level 3 agrees to provide BellSouth with the Destination Point Code for Level 3 database.
- 17.5.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- 17.5.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Level 3 or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

17.6 SS7

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- 17.6.1 When technically feasible and upon request by Level 3, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Level 3's SS7 network to exchange TCAP queries and responses with a Level 3 SCP.
- 17.6.2 SS7 AIN Access shall provide Level 3 SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Level 3 SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Level 3 SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.
- 17.6.3 Interface Requirements
- 17.6.3.1 BellSouth shall provide the following STP options to connect Level 3 or Level 3-designated Local Switching systems to the BellSouth SS7 network:
- 17.6.3.1.1 An A-link interface from Level 3 Local Switching systems; and
- 17.6.3.1.2 A B-link interface from Level 3 local STPs.
- 17.6.4 Each type of interface shall be provided by one or more layers of signaling links.
- 17.6.5 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 17.6.6 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 17.6.7 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 17.6.8 Message Screening
- 17.6.8.1 BellSouth shall set message screening parameters so as to accept valid messages from Level 3 local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.

17.6.8.2 BellSouth shall set message screening parameters so as to pass valid messages from Level 3 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.

17.6.8.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Level 3 from any signaling point or network interconnected through BellSouth's SS7 network where the Level 3 SCP has a valid signaling relationship.

17.7 SCP/Databases

17.7.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

17.7.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

17.7.3 Technical Requirements for SCPs/Databases

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

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

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

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

17.7.5 CNAM Database Service

- 17.7.5.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Level 3 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 17.7.5.2 Level 3 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to Level 3's access to BellSouth's CNAM Database Services and shall be addressed to Level 3's Local Contract Manager.
- 17.7.5.3 Level 3's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.
- 17.7.5.4 For each Level 3 End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 17.7.5.3 above, to a third party calling name database, to provide calling name information, if available, to Level 3's End User. Level 3 shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an Level 3 End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, Level 3 shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of Level 3's End Users.
- 17.7.5.5 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill Level 3 at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per Level 3's End Users with the Caller ID feature.
- 17.7.6 SCE/SMS AIN Access
- 17.7.6.1 BellSouth's SCE/SMS AIN Access shall provide Level 3 the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

- 17.7.6.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Level 3. 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.
- 17.7.6.3 BellSouth SCP shall partition and protect Level 3 service logic and data from unauthorized access.
- 17.7.6.4 When Level 3 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Level 3 to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 17.7.6.5 Level 3 access will be provided via remote data connection (e.g., dial-in, ISDN).
- 17.7.6.6 BellSouth shall allow Level 3 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

17.7.7 Automatic Location Identification/Data Management System

18. 911 and E911 Databases

- 18.1 BellSouth shall provide Level 3 with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 18.2 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. Level 3 will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 18.3.1 below.

18.3 Technical Requirements

- 18.3.1 BellSouth's 911 database vendor shall provide Level 3 the capability of providing updates to the ALI/DMS database through a specified electronic interface. Level 3 shall contact BellSouth's 911 database vendor directly to request interface. Level 3 shall provide updates directly to BellSouth's 911 database vendor on a daily basis.

Updates shall be the responsibility of Level 3 and BellSouth shall not be liable for the transactions between Level 3 and BellSouth's 911 database vendor.

- 18.3.2 It is Level 3'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.
- 18.3.3 Level 3 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.
- 18.3.4 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 Level 3, 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 Level 3 to assume responsibility for such records.
- 18.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Level 3 that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Level 3 shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Level 3 within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Level 3 shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Level 3's records.
- 19. 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
 - 19.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
 - 19.2 The database capability allows Level 3 to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the Level 3 PBX 911 End User station telephone number for the 911 call that is placed by the End User.
 - 19.3 Level 3 may order either the database capability or the transport component as desired or Level 3 may order both components of the service.

- 19.4 911 PBX Locate Database Capability. Level 3's End User or Level 3'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.
- 19.5 Ordering, provisioning, testing and maintenance shall be provided by Level 3 pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 19.6 Level 3's End User, or Level 3'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 Level 3 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. Level 3 should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Level 3's End User, or Level 3's End User DMA under the terms of 911 PBX Locate product.
- 19.7 Level 3 must provision all PBX station numbers in the same LATA as the E911 tandem.
- 19.8 Level 3 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 Level 3'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 Level 3 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 willful misconduct. Level 3 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 Level 3's End User or DMA pursuant to these terms. Specifically, Level 3'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.

- 19.9 Level 3 may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Level 3's End Users' telephone numbers for which it has direct management authority.
- 19.10 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Level 3 to order a CAMA type dedicated trunk from Level 3's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 19.11 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Level 3'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. Level 3 is responsible for connectivity between the End User's PBX and Level 3's switch or POP location. Level 3 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 Level 3 purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Level 3 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 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.
- 19.12 Ordering and Provisioning. Level 3 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.
- 19.13 Testing and maintenance shall be provided by Level 3 pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 19.14 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 Level 3 pursuant to the terms and conditions set forth in Attachment 3 of the Agreement.

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 on this obligation?

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?

20. 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).
21. 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.
22. Greenfield Requirements: 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 predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
- 22.1 Overbuild Requirements: In FTTH/FTTC overbuild situations where Bellsouth also has copper loops, BellSouth will make those copper loops available to CLEC on an unbundled basis, until such time as BellSouth chooses to retire those copper loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper loops must comply with Applicable Law.
- 22.2 DS1/DS3 Requirements: Notwithstanding the above, nothing in this Section shall limit BellSouth's obligation to offer CLECs unbundled DS1 and DS3 loops (or loop/transport combination) in any wire center where BellSouth is required to provide such loop facilities.
- 22.3 Subloops: BellSouth shall provide Level 3 with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop that the Level 3 seeks to provision for its customer. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is defined for purposes of this section as all loop plant owned or controlled by the incumbent LEC at a multiunit customer premises between the

minimum point of entry as defined in §68.105 of the FCC rules and the point of demarcation of the incumbent LEC's network as defined in § 68.3 of the FCC rules.

- 22.4 Upon notification by a requesting telecommunications carrier that it requests interconnection at a multiunit premises where BellSouth owns controls or leases wiring, BellSouth shall provide a single point of interconnection that is suitable for use by multiple carriers.

Issue 24: What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?

23. Hybrid loops are defined in the federal rules at 47 CFR §51.319(a)(2) as local loops, 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 Level 3 with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

- 23.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

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?

24. Routine Network Modifications

- 24.1 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. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. 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; and deploying a new multiplexer or reconfiguring an existing multiplexer. 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 a CLEC.
- 24.2 Rates: BellSouth will provide for Level 3 at no additional charge, all RNM which BellSouth normally provides for its own customers and for which BellSouth recovers its costs through the rates set forth in Exhibit A Attachment 2 of the Agreement. BellSouth will otherwise perform Routine Network Modifications pursuant to the existing non-recurring charges and recurring rates ordered by the Alabama Public Service Commission for loop and transport facilities as set forth in Exhibit A Attachment 2 of the Agreement. For any RNM performed by BellSouth for which BellSouth alleges that its costs are not recovered through existing rates, BellSouth shall immediately petition the Commission to establish a permanent rate. The Commission will establish interim rates for such RNM that will be subject to true-up upon the establishment of a final rate.
- 24.3 If BellSouth does not normally provide a network modification requested by Level 3 for BellSouth customers, and does not recover the costs of the network modifications requested in the rates set forth in Exhibit A Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis ("ICB"). BellSouth will provide a price quote for the request and, upon receipt of payment from Level 3, BellSouth will perform the network modification.
- 24.4 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. Either BellSouth or Level 3 may seek resolution of any dispute regarding the classification of a network modification as routine or non-routine from the Commission.
25. Line Conditioning
- 25.1 Definitions: Line Conditioning is defined as the removal from a copper Loop or copper Subloop of any device that could diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridged taps, load coils, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

- 25.2 Rates: BellSouth shall perform line conditioning pursuant to the non-recurring rates and provisions ordered by the Alabama Public Service Commission in Docket 27821 which provides that BellSouth shall perform loop conditioning for loops less than 18,000 feet at no cost. Such rates were established pursuant to the Federal Communications Commission's forward-looking principles promulgated pursuant to Section 252 (d)(1) of the Act and in compliance with rules governing non-recurring costs in 47 CFR 51.507(e).
- 25.3 Technical Requirements: BellSouth shall condition Loops, as requested by Level 3, whether or not BellSouth offers advanced services to the End User on that Loop.
- 25.4 In some instances, Level 3 will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g. fibers, load coils, range extenders, etc.), so that Level 3 can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Level 3 will determine the type of service that will be provided over the loop.
- 25.5 In those cases where Level 3 has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g. voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL. BellSouth shall provide the following: 1) removal of devices on 2-wire or 4-wire loops equal to or less than 18,000 feet at no additional cost, 2) removal of devices on 2-wire or 4-wire loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length at rates established in APSC Docket 27821. (The specific non-recurring and recurring charges shall apply for each element ordered.)
- 25.6 Level 3 shall request Loop make-up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Level 3 desires BellSouth to condition.

Issue 29: What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?

26. EELs Audit provisions

- 26.1 BellSouth may audit Level 3's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth shall send a written Notice of Audit to Level 3. Such Notice of Audit will be delivered to Level 3 no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit and shall set forth the reasons for the audit requested and the identity of the auditor selected by BellSouth. BellSouth shall not be required to obtain the consent of Level 3 with respect to the selection of the auditor. Level 3 may, however, challenge the legal qualifications of the auditor selected by filing an objection to that effect with the Commission within 10 days of receiving BellSouth's Notice of Audit.
- 26.2 The auditor selected shall be an independent third party retained and paid for by BellSouth. 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 Level 3'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 Level 3 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.
- 26.3 To the extent the independent auditor's report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 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.
- 26.4 To the extent the independent auditor's report concludes that Level 3 failed to comply in all material respects with the service eligibility criteria, Level 3 shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 will maintain appropriate documentation to support its certifications and may dispute any portion of the findings of an audit by petitioning the Commission for a review within 20 days of receiving the reported findings of the auditor.
27. Level 3 shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

28. 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 Level 3 may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.
29. Subloop Elements.
- 29.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 29.2 Unbundled Subloop Distribution (USLD)
- 29.2.1 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))
- 29.2.2 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.
- 29.2.3 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.
- 29.2.4 If Level 3 requests a UCSL and it is not available, Level 3 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.
- 29.2.5 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.
- 29.2.6 Upon request for USLD-INC from Level 3, 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 Level 3's use on this cross-connect panel. Level 3 will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 29.2.7 For access to Voice Grade USLD and UCSL, Level 3 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. Level 3's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 29.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3'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/unec.html.
- 29.2.9 The site set-up must be completed before Level 3 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 Level 3'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.
- 29.2.10 Once the site set-up is complete, Level 3 will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 29.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.
- 29.3 Unbundled Network Terminating Wire (UNTW)
- 29.3.1 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.
- 29.3.2 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.

29.3.3 Requirements

- 29.3.3.1 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.
- 29.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 29.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Level 3 does own or control such wiring, Level 3 will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Level 3.
- 29.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.
- 29.3.3.5 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.
- 29.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 29.3.3.7 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.
- 29.3.3.8 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.
- 29.3.3.9 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).
- 29.3.3.10 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.
- 29.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting 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.

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2 Exh 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
				</													

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2 Exh 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
													OSS Rates(\$)			
						Rec	First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
										</						

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2 Exh 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
													OSS Rates(\$)			
						Rec	First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

**Amendment to the Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated June 23, 2004**

Pursuant to this Amendment, (the “Amendment”), Level 3 Communications, LLC. (Level 3), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the “Parties”, hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 (Agreement).

WHEREAS, on March 10, 2006, the Public Service Commission of South Carolina (Commission) issued Order No. 2006-136 in Docket No. 2004-316-C (Order), Proceeding to Consider Amendments to Interconnection Agreements Between BellSouth Telecommunications, Inc. and Competitive Local Exchange Carriers Due to Changes of Law.

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Commission’s Order;

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 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 South Carolina only.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of South Carolina only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of South Carolina.
4. 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 Public Service Commission of South Carolina's Order.
5. This Amendment shall be deemed effective on March 11, 2006 (Effective Date).
6. All of the other provisions of the Agreement shall remain in full force and effect.
7. Either or both of the Parties are authorized to submit this Amendment to the South Carolina Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Version: SC COL Amendment
03/23/06

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

“Effective on 3/11/06 pursuant to the SCPSC's Order in Docket 2004-316-C”

BellSouth Telecommunications, Inc.

Level 3 Communications, L.L.C.

By: _____

By: _____

Name: Kristen E. Shore _____

Name: _____

Title: Director _____

Title: _____

Date: _____

Date: _____

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES**1 Introduction**

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to Level 3 for Level 3's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Level 3 (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Level 3 to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 Level 3 shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.3 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit B. 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 Level 3. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Level 3 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 will 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 Sections 1.8.1 and 1.8.2 below.
- 1.4 Except to the extent expressly provided otherwise in this Attachment, Level 3 may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively

“Arrangements”). In the event BellSouth determines that Level 3 has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Level 3 with thirty (30) days written notice to disconnect or convert such Arrangements. If Level 3 fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.4 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth’s tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

- 1.5 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Level 3 shall undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Level 3 self-certifies that to the best of Level 3’s knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Level 3’s self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth’s favor, BellSouth shall bill Level 3 the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth’s favor, Level 3 shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.5.1 In the event that (1) BellSouth designates a wire center as non-impaired, (2) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (3) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (4) BellSouth acknowledges or a state or federal regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC’s non-impairment criteria, then upon request of CLEC, 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 CLEC the difference between the rate paid by CLEC 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.**

- 1.6 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of Attachment 2 of the Agreement, then BellSouth shall perform such RNM at no 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 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If BellSouth 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 Exhibit A of Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Level 3, BellSouth shall perform the RNM.
- 1.7 Commingling of Services
- 1.7.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Level 3 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. Level 3 must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.7.2 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.
- 1.7.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 1.7.4 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.
- 1.7.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any

service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

1.8 Ordering Guidelines and Processes

1.8.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Level 3 should refer to the “Guides” section of the BellSouth Interconnection Web site.

1.8.2 Additional information may also be found in the individual CLEC Information Packages located at the “CLEC UNE Products” on BellSouth’s Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

2 **Loops**

2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth’s central office and the loop demarcation point at an End User premises (Loop). 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 CLEC may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.** The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User’s premises, including inside wire owned or controlled by BellSouth. Level 3 shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

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

2.1.2 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). 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.

- 2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide 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. Notwithstanding the foregoing, in such Greenfield areas that are served from an impaired wire center, BellSouth shall make available UNE DS1 Loops as described in this Attachment.
- 2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Level 3 on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) voice grade channel over its FTTH/FTTC facilities.
- 2.1.2.3 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 Level 3. 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 not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.
- 2.1.3 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 Level 3 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. Notwithstanding the foregoing, in an impaired wire center, BellSouth shall make available hybrid Loops as described in this Attachment.
- 2.1.4 Transition for DS1 and DS3 Loops
 - 2.1.4.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
 - 2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for Level 3 as of March 10, 2005 in those wire centers that, as of

such date, met the criteria set forth in Sections 2.1.4.5.1 or 2.1.4.5.2 below. **For the state of South Carolina, during the Transition Period Level 3 shall be entitled to order and BellSouth shall provision moves, changes and additions of and to DS1 and DS3 Loops that Level 3 orders for the purpose of serving CLEC's existing DS1 and DS3 End Users as of March 10, 2005, at such End Users' new or existing physical locations, and such facilities shall be included in the Embedded Base.** Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

- 2.1.4.3 Excess DS1 and DS3 Loops are those Level 3 DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.2.6.2 and 2.2.12 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 2.1.4.4 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.
- 2.1.4.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for Level 3's Embedded Base ***and Excess DS1 and DS3 loops*** during the Transition Period:
 - 2.1.4.5.1 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.
 - 2.1.4.5.2 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.
- 2.1.4.6 A list of wire centers meeting the criteria set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 above as of March 10, 2005 (Initial Wire Center List) as ordered by the Public Service Commission of South Carolina in Docket No. 2004-316-C, is attached to BellSouth's Carrier Notification Letter SN91086058, dated March 20, 2006, which is available on BellSouth's Interconnection Services Web site.
- 2.1.4.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Level 3's Embedded Base of DS1 and DS3 Loops and Level 3's Excess DS1 and DS3 Loops described in this Section 2.1.4 shall be equal to the higher of 115% of the rate paid for that element on June 15, 2004 or 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005. These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.1.4.7.
- 2.1.4.8 The Transition Period shall apply only to (1) Level 3's Embedded Base and (2) Level 3's Excess DS1 and DS3 Loops. Level 3 shall not add new DS1 or DS3 loops as described in this Section 2.1.4 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 2.1.4.12 below.

- 2.1.4.9 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.11 No later than December 9, 2005 Level 3 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 1.3 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.
- 2.1.4.11.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.1.4.11 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, BellSouth will identify Level 3's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.1.4.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.1.4.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.4.11 above or transitioned pursuant to Section 2.1.4.11.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 2.1.4.12 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.4.12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.5 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 2.1.4.12.2 Effective ten (10) business days after the date of a BellSouth CNL 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 1.5 of this Attachment.
- 2.1.4.12.3 For purposes of Section 2.1.4.12 above, BellSouth shall make available DS1 and DS3 Loops that were in service for Level 3 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 ninety (90) days after the tenth (10th) business day from the date of

BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

- 2.1.4.12.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 2.1.4.12.5 The rates set forth in Exhibit A of Attachment 2 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.12.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 2.1.4.12.6.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.1.4.12.6 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 Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.1.4.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.12.6 above or transitioned pursuant to Section 2.1.4.12.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.2 Unbundled Digital Loops
 - 2.2.1 BellSouth will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
 - 2.2.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:
 - 2.2.2.1 2-wire Unbundled ISDN Digital Loop;
 - 2.2.2.2 2-wire Unbundled ADSL Compatible Loop;
 - 2.2.2.3 2-wire Unbundled HDSL Compatible Loop;

- 2.2.2.4 4-wire Unbundled HDSL Compatible Loop;
- 2.2.2.5 4-wire Unbundled DS1 Digital Loop;
- 2.2.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
- 2.2.2.7 DS3 Loop; or
- 2.2.2.8 STS-1 Loop.
- 2.2.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Level 3 will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.2.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.2.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.2.6 4-wire Unbundled DS1 Digital Loop.
- 2.2.6.1 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 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.
- 2.2.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Level 3 at any single building in which DS1 Loops are available as unbundled Loops.
- 2.2.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.

- 2.2.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 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.
- 2.2.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.2.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.2.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.2.12 Level 3 may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.2.13 Fiber based Collocator
- 2.2.13.1 For purposes of this Amendment a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth.
- 2.2.13.2 For purposes of this definition: (i) carriers that have entered into merger and/or other consolidation agreements, or otherwise announced their intention to enter into the same, will be treated as affiliates and therefore as one collocator; provided however, in the case one of the parties to such merger or consolidation arrangement is BellSouth, then the other party's collocation arrangement shall not

be counted as a Fiber-Based Collocator, (ii) a Comparable transmission Facility means, at a minimum, the provision of transmission capacity equivalent to fiber-optic cable with a minimum point-to-point symmetrical data capacity exceeding 12 DS3s; (iii) the network of a Fiber-Based Collocator may only be counted once in making a determination of the number of Fiber-Based Collocators, notwithstanding that such single Fiber-Based Collocator leases its facilities to other collocators in a single wire center; provided, however, that a collocating carrier's dark fiber leased from an unaffiliated carrier may only be counted as a separate fiber-optic cable from the unaffiliated carrier's fiber if the collocating carrier obtains this dark fiber on an IRU basis.

2.3 Unbundled Loop Modifications (Line Conditioning)

- 2.3.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.
- 2.3.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 2.3.3 For any copper loop being ordered by Level 3 which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Level 3, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Level 3. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A of Attachment 2 of the Agreement.
- 2.3.4 Level 3 may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 2.3.5 Rates for ULM are as set forth in Exhibit Exhibit A of Attachment 2 of the Agreement.
- 2.3.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

- 2.3.7 If Level 3 requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Level 3 will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.3.8 Level 3 shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Level 3 desires BellSouth to condition.
- 2.3.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Level 3, Level 3 will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Level 3 is available at the location for which the ULM was requested, Level 3 will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Level 3 will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.4 Subloop Elements.
- 2.4.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 2.4.2 Unbundled Subloop Distribution (USLD)
- 2.4.2.1 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))
- 2.4.2.2 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.
- 2.4.2.3 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.

- 2.4.2.3.1 If Level 3 requests a UCSL and it is not available, Level 3 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.
- 2.4.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
 - 2.4.2.4.1 Upon request for USLD-INC from Level 3, 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 Level 3's use on this cross-connect panel. Level 3 will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
 - 2.4.2.5 For access to Voice Grade USLD and UCSL, Level 3 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. Level 3's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
 - 2.4.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3'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/unec.html.
 - 2.4.2.7 The site set-up must be completed before Level 3 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 Level 3's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
 - 2.4.2.8 Once the site set-up is complete, Level 3 will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair

provisioning when Level 3 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

2.4.2.9 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

2.4.3 Unbundled Network Terminating Wire (UNTW)

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

2.4.3.2 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.

2.4.3.3 Requirements

2.4.3.3.1 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.

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

2.4.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Level 3 does own or control such wiring, Level 3 will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Level 3.

2.4.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.

2.4.3.3.5 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.

- 2.4.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.4.3.3.7 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.
- 2.4.3.3.8 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.
- 2.4.3.3.9 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).
- 2.4.3.3.10 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.

- 2.4.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting 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.

2.4.4 Dark Fiber Loop

- 2.4.4.1 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 Level 3 to utilize Dark Fiber Loops.

2.4.4.2 Transition for Dark Fiber Loop

- 2.4.4.2.1 For purposes of this Section 2.4.4, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.4.4.2.2 For purposes of this Section 2.4.4, Embedded Base means Dark Fiber Loops that were in service for Level 3 as of March 10, 2005. **For the state of South Carolina, during the Transition Period <customer short name>> shall be entitled to order and BellSouth shall provision moves, changes and additions of and to Dark Fiber Loops that Level 3 orders for the purpose of serving CLEC's existing Dark Fiber Loop End Users as of March 10, 2005, at such End Users' new or existing physical locations, and such facilities shall be included in the Embedded Base.** Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.4.4.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for Level 3 at the terms and conditions set forth in this Attachment.
- 2.4.4.4 Notwithstanding the Effective Date of this Agreement, the rates for Level 3's Embedded Base of Dark Fiber Loops during the Transition Period shall be equal to the higher of 115% of the rate paid for that element on June 15, 2004 or 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005. These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.4.4.4.

- 2.4.4.5 The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not add new Dark Fiber Loops pursuant to this Agreement.
- 2.4.4.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.
- 2.4.4.7 No later than June 10, 2006 Level 3 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 1.3 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 2.4.4.7.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.4.4.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify Level 3's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.4.4.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.4.4.7.2 For Embedded Base circuits converted pursuant to Section 2.4.4.7 above or transitioned pursuant to Section 2.4.4.7.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

3 Line Splitting

- 3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 3.2 Line Splitting – UNE-L. In the event Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 Provisioning Line Splitting and Splitter Space – UNE-L
- 3.3.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When Level 3 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.

3.4 CLEC Provided Splitter – Line Splitting –UNE-L

3.4.1 To order High Frequency Spectrum on a particular Loop, Level 3 must have a DSLAM collocated in the central office that serves the End User of such Loop.

3.4.2 Level 3 may purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.4.3 Any splitters installed by Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 Maintenance – Line Splitting – UNE-L

3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

3.5.2 Level 3 shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

3.6 Line Sharing

3.6.1 General. Line Sharing is defined as the process by which Level 3 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 Level 3 using the high frequency spectrum (as defined below) of the Loop.

3.6.2 Line Sharing arrangements in service as of October 1, 2003 under a prior Interconnection Agreement between BellSouth and Level 3, will remain in effect until the End User discontinues or moves xDSL service with Level 3. Arrangements pursuant to this Section will be billed at the rates set forth in Exhibit B.

3.6.3 No new Line Sharing arrangements may be ordered. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004; on

or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit B.

- 3.6.4 Any Line Sharing arrangements placed in service between October 2, 2003 and October 1, 2004; on or after October 2, 2004; and not otherwise terminated, shall terminate on October 2, 2006.
- 3.6.5 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 Level 3 the ability to provide xDSL data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Level 3 shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 3.6.6 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 3.6.7 BellSouth will provide Loop Modification to Level 3 on an existing Loop for Line Sharing in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Level 3 requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Level 3 shall pay for the Loop to be restored to its original state.
- 3.6.8 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 Level 3 desires to continue providing xDSL service on such Loop, Level 3 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 Level 3 purchases the full stand-alone Loop, Level 3 may elect the type of Loop it will purchase. Level 3 will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event Level 3 purchases a voice grade Loop, Level 3 acknowledges that such Loop may not remain xDSL compatible.

- 3.6.9 In the event the End User terminates its BellSouth provided voice service, and Level 3 requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement (see below), BellSouth will discontinue billing Level 3 for the High Frequency Spectrum and begin billing the voice CLEC. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter.
- 3.6.10 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 3.6.11 Once BellSouth has placed cross-connects on behalf of Level 3 to provide Level 3 access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, Level 3 may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Level 3's cable pairs or splitter ports after BellSouth has placed cross-connection to provide Level 3 access to the High Frequency Spectrum. BellSouth shall bill and Level 3 shall pay the Subsequent Activity charges as set forth in Exhibit B of this Attachment.
- 3.6.12 BellSouth's Local Ordering Handbook (LOH) will provide Level 3 the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.
- 3.6.13 Maintenance and Repair – Line Sharing
- 3.6.13.1 Level 3 shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Level 3 may test from the collocation space, the Termination Point, or the NID.
- 3.6.13.2 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. Level 3 will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.
- 3.6.13.3 Level 3 shall inform its End Users to direct data problems to Level 3, unless both voice and data services are impaired, in which event Level 3 should direct the End Users to contact BellSouth.
- 3.6.13.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

4 Local Switching

- 4.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 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 4.2 below.
- 4.1.1 BellSouth shall not be required to unbundle local circuit switching for Level 3 for a particular End User when Level 3: (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 Level 3 is serving any End User as described in (2) of this Section 4.1.1 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 Level 3 or transitioned by Level 3, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.
- 4.2 Transition for Local Switching
- 4.2.1 For purposes of this Section 4, 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.
- 4.2.2 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for Level 3 as of March 10, 2005. **For the state of South Carolina, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision Local Switching that CLEC orders for the purpose of serving CLEC's existing Local Switching End Users as of March 10, 2005, and such facilities shall be included in the Embedded Base.** 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 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 Level 3's Embedded Base and Level 3 shall not place new orders for Local Switching pursuant to this Agreement.
- 4.2.4 Notwithstanding the Effective Date of this Agreement, the rates for Level 3's Embedded Base of Local Switching during the Transition Period shall be equal to the higher of the rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar or the rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

These rates shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement and this Section 4.2.4.

4.2.5 Level 3 must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions pursuant to Section 1.6 above by October 1, 2005.

4.2.5.1 If Level 3 fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching as specified in Section 4.2.5 above prior to October 1, 2005, BellSouth will identify Level 3's remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement.

4.2.6 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.

4.3 Common (Shared) Transport

4.3.1 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to Level 3.

5 EEL Audits

5.1 BellSouth may, on an annual basis, audit Level 3's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 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. In the event the auditor's report concludes that Level 3 did not comply in any material respect with the service eligibility criteria, Level 3 shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 will maintain appropriate documentation to support its certifications.

5.2 In the event Level 3 converts special access services to UNEs, Level 3 shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.3 UNE-P

- 5.3.1 DS0 Local Switching, as defined in Section 4 above, in combination with a Loop and Common (Shared) Transport 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.
- 5.3.2 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 5.3.
- 5.3.3 Transition Period for UNE-P
- 5.3.3.1 For purposes of this Section 5.3, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 5.3.3.2 **For the purposes of this Section 5.3, Embedded Base shall mean UNE-P lines that were in service as of March 10, 2005. For the state South Carolina, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision UNE-P that CLEC orders for the purpose of serving CLEC's existing UNE-P End Users as of March 10, 2005, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of UNE-P by CLEC shall be removed from the Embedded Base.**
- 5.3.3.3 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 Level 3's Embedded Base and Level 3 shall not place new orders for UNE-P pursuant to this Agreement.
- 5.3.3.4 Notwithstanding the Effective Date of this Agreement, the rates for Level 3's Embedded Base of UNE-P during the Transition Period shall be equal to the higher of the rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar or the rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar. These rates shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement and this Section 5.3.3.4.
- 5.3.3.5 By October 1, 2005, Level 3 must submit orders or spreadsheets, or if migrating to UNE Loops must use the Bulk Migration process, as set forth in Attachment 2 of the Agreement to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services.
- 5.3.3.5.1 If Level 3 fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P as specified in Section 5.3.3.5 above prior to October 1, 2005, BellSouth will identify Level 3's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set

forth in Attachment 1. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.

- 5.3.3.5.2 For Embedded Base UNE-P converted pursuant to Section 5.3.3.5 above or transitioned pursuant to Section 5.3.3.5. above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 5.3.3.6 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.
- 5.3.4 BellSouth shall make 911 updates in the BellSouth 911 database for Level 3's UNE-P. BellSouth will not bill Level 3 for 911 surcharges. Level 3 is responsible for paying all 911 surcharges to the applicable governmental agency.

6 Dedicated Transport and Dark Fiber Transport

- 6.1 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 Level 3, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Level 3. 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 6.2 below, BellSouth shall not be required to provide to Level 3 unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").
- 6.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
 - 6.2.1 For purposes of this Section 6.2, 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.
 - 6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Level 3 as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 below. **For the state of South Carolina, during the Transition Period Level 3 shall be entitled to order and BellSouth shall provision moves, changes and additions of and to DS1 and DS3 Dedicated Transport that Level 3 orders for the purpose of serving CLEC's existing DS1 and DS3 Dedicated Transport End Users as of March 10, 2005, at such End Users' new or existing physical**

locations, and such facilities shall be included in the Embedded Base.

Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

- 6.2.3 For purposes of this Section 6, Embedded Base Entrance Facilities mean Entrance Facilities that were in service for Level 3 as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 6.2.4 For purposes of this Section 6, Excess DS1 and DS3 Dedicated Transport mean those Level 3 DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 6.6 below. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 6.2.5 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for Level 3's Embedded Base **and Excess Dedicated Transport** during the Transition Period:
- 6.2.6.1 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.
- 6.2.6.2 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.
- 6.2.6.3 A list of wire centers meeting the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above as of March 10, 2005, as ordered by the Public Service Commission of South Carolina in Docket No. 2004-316-C (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086058, dated March 20, 2006, which is available on BellSouth's Interconnection Services Web site.
- 6.2.6.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <Level 3's Embedded Base Entrance Facilities and only during the Transition Period.
- 6.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Level 3's Embedded Base of DS1 and DS3 Dedicated Transport, Level 3's Excess DS1 and DS3 Dedicated Transport, and Level 3's Embedded Base Entrance Facilities as described in this Section 6.2, shall be equal to the higher of 115% of the rate paid for that element on June 15, 2004 or 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005. These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 6.2.6.5.

- 6.2.6.6 The Transition Period shall apply only to (1) Level 3's Embedded Base and Embedded Base Entrance Facilities; and (2) Level 3's Excess DS1 and DS3 Dedicated Transport. Level 3 shall not add new Entrance Facilities pursuant to this Agreement. Further, Level 3 shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.5 above of and as set forth in Section 6.2.6.10 below.
- 6.2.6.7 Once a wire center exceeds either of the thresholds set forth in Section 6.2.6.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 6.2.6.8 Once a wire center exceeds either of the thresholds set forth in Section 6.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 6.2.6.9 No later than December 9, 2005 Level 3 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 1.3 above. 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.
- 6.2.6.9.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 6.2.6.9 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, BellSouth will identify Level 3's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.6.9 or transitioned pursuant to Section 6.2.6.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 6.2.6.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 6.2.6.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL.

Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

- 6.2.6.10.2 Effective ten (10) business days after the date of a BellSouth CNL 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 1.5 above.
- 6.2.6.10.3 For purposes of Section 6.2.6.10 above, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for Level 3 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 ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.2.6.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 6.2.6.10.5 The rates set forth in Exhibit A of Attachment 2 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 6.2.6.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 6.2.6.10.6.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 6.2.6.10.6 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 Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.2.6.10.7 For Subsequent Embedded Base circuits converted pursuant to Section 6.2.6.10.6 above or transitioned pursuant to Section 6.2.6.10.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.3 BellSouth shall:

- 6.3.1 Provide Level 3 exclusive use of Dedicated Transport to a particular customer or carrier;
- 6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 6.3.3 Permit, to the extent technically feasible, Level 3 to connect Dedicated Transport to equipment designated by Level 3, including but not limited to, Level 3's collocated facilities; and
- 6.3.4 Permit, to the extent technically feasible, Level 3 to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.4 BellSouth shall offer Dedicated Transport:
 - 6.4.1 As capacity on a shared facility; and
 - 6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Level 3.
- 6.5 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 6.6 **Level 3 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.** A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 6.7 **Technical Requirements**
 - 6.7.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
 - 6.7.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.7.2.1 DS0 Equivalent;

- 6.7.2.2 DS1;
- 6.7.2.3 DS3;
- 6.7.2.4 STS-1; and
- 6.7.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.7.3 BellSouth shall design Dedicated Transport according to its network infrastructure. Level 3 shall specify the termination points for Dedicated Transport.
- 6.7.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;
- 6.7.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 6.7.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
- 6.7.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.8 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 6.8.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 6.8.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 6.8.1.1 For purposes of this Section 6.8, 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.
- 6.8.1.2 For purposes of this Section 6.8, Embedded Base means Dark Fiber Transport that was in service for Level 3 as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 6.8.1.4.1. **For the state of South Carolina, during the Transition Period Level 3 shall be entitled to order and BellSouth shall provision moves, changes and additions of and to Dark Fiber**

Transport that Level 3 orders for the purpose of serving CLEC's existing Dark Fiber Transport End Users as of March 10, 2005, at such End Users' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

- 6.8.1.3 For purposes of this Section 6.8, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.8.1.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.8 only for Level 3's Embedded Base during the Transition Period:
 - 6.8.1.4.1 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.
- 6.8.1.5 A list of wire centers meeting the criteria set forth in Section 6.8.1.4 above as of March 10, 2005, ("Initial List") as ordered by the Public Service Commission of South Carolina in Docket No. 2004-316-C (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086058, dated March 20, 2006, which is available on BellSouth's Interconnection Services Web site.
- 6.8.1.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Level 3's Embedded Base of Dark Fiber Transport and Level 3's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 6.8.1.2 above shall be equal to the higher of 115% of the rate paid for that element on June 15, 2004 or 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005. These rates shall be as set forth in Exhibit A Attachment 2 of the Agreement and this Section 6.8.1.6.
- 6.8.1.7 The Transition Period shall apply only to Level 3's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Level 3 shall not add new Dark Fiber Transport as described in this Section 6.8 except pursuant to the self-certification process as set forth in Section 1.5 of this Attachment and as set forth in Section 6.8.1.10 below. Further, Level 3 shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 6.8.1.8 Once a wire center exceeds either of the thresholds set forth in this Section 6.8.1.4 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 6.8.1.9 No later than June 10, 2006 Level 3 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 BellSouth services as Conversions pursuant to Section 1.3 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

- 6.8.1.9.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 6.8.1.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify Level 3's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.8.1.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.8.1.9.2 For Embedded Base circuits converted pursuant to Section 6.8.1.9 above or transitioned pursuant to Section 6.8.1.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.
- 6.8.1.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 6.8.1.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.8.1.4.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 6.8.1.10.2 Effective ten (10) business days after the date of a BellSouth CNL 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 1.5 above.
- 6.8.1.10.3 For purposes of Section 6.8.1.10, BellSouth shall make available Dark Fiber Transport that were in service for Level 3 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 ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.8.1.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 6.8.1.10.5 The rates set forth in Exhibit A of Attachment 2 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 6.8.1.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth

services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

- 6.8.1.10.6.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 6.8.1.10.6 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 Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.8.1.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 6.8.1.10.6 above or transitioned pursuant to Section 6.8.1.10.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

7 Call Related Databases and Signaling

- 7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP)\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to Level 3 pursuant to this Agreement.
 - 7.1.1 Such unbundled access is only available until March 10, 2006.
 - 7.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service
 - 7.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing

of the 8XX calls, based on the ten digits dialed. At Level 3's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Level 3.

- 7.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.

7.3 LIDB

- 7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Level 3 must purchase appropriate signaling links pursuant to Section 7.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

7.3.2 Technical Requirements

- 7.3.2.1 BellSouth will offer to Level 3 any additional capabilities that are developed for LIDB during the life of this Agreement.
- 7.3.2.2 BellSouth shall process Level 3's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Level 3 what additional functions (if any) are performed by LIDB in the BellSouth network.
- 7.3.2.3 Within two (2) weeks after a request by Level 3, BellSouth shall provide Level 3 with a list of the customer data items, which Level 3 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.
- 7.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 7.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 7.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.

- 7.3.2.7 All additions, updates and deletions of Level 3 data to the LIDB shall be solely at the direction of Level 3. Such direction from Level 3 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 7.3.2.8 BellSouth shall provide priority updates to LIDB for Level 3 data upon Level 3's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 7.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Level 3 customer records will be missing from LIDB, as measured by Level 3 audits. BellSouth will audit Level 3 records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Level 3 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Level 3 within one (1) business day of audit. Once reconciled records are received back from Level 3, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact Level 3 to negotiate a time frame for the updates, not to exceed three (3) business days.
- 7.3.2.10 BellSouth shall perform backup and recovery of all of Level 3's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 7.3.2.11 BellSouth shall provide Level 3 with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Level 3 and BellSouth.
- 7.3.2.12 BellSouth shall prevent any access to or use of Level 3 data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Level 3 in writing.
- 7.3.2.13 BellSouth shall provide Level 3 performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Level 3 at least at parity with BellSouth Customer Data. BellSouth shall obtain from Level 3 the screening information associated with LIDB Data Screening of Level 3 data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available,

BellSouth shall offer it to Level 3 under the BFR/NBR Process as set forth in Attachment 11.

7.3.2.14 BellSouth shall accept queries to LIDB associated with Level 3 customer records and shall return responses in accordance with industry standards.

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

7.3.2.16 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 industry standards.

7.3.3 Interface Requirements

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

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

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

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

7.3.3.5 The application of the LIDB rates contained in Exhibit A of Attachment 2 of the Agreement will be based on a Percent CLEC LIDB Usage (PCLU) factor. Level 3 shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Level 3 shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

7.4 Signaling. BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

- 7.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Level 3 designated SPOI that provide appropriate physical diversity.
- 7.4.1.1 Technical Requirements
- 7.4.1.1.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
 - 7.4.1.1.1.1 As an “A-link” Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and
 - 7.4.1.1.1.2 As a “B-link” Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).
- 7.4.1.2 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:
 - 7.4.1.2.1 An A-link layer shall consist of two (2) links; and
 - 7.4.1.2.2 A B-link layer shall consist of four (4) links.
- 7.4.1.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 7.4.1.3.1 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 (2) separate physical paths end-to-end); and
 - 7.4.1.3.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).
- 7.4.2 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at Level 3’s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 7.4.3 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 7.4.3.1 Technical Requirements
- 7.4.3.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also

provide access to third party local or tandem switching and third party provided STPs.

- 7.4.3.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A of Attachment 2 of the Agreement.
- 7.4.3.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Level 3 local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Level 3 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 7.4.3.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Level 3 or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Level 3 database, then Level 3 agrees to provide BellSouth with the Destination Point Code for Level 3 database.
- 7.4.3.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- 7.4.3.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Level 3 or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the

specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

7.4.4 SS7

7.4.4.1 When technically feasible and upon request by Level 3, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Level 3's SS7 network to exchange TCAP queries and responses with a Level 3 SCP.

7.4.4.2 SS7 AIN Access shall provide Level 3 SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Level 3 SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Level 3 SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

7.4.4.3 Interface Requirements

7.4.4.3.1 BellSouth shall provide the following STP options to connect Level 3 or Level 3-designated Local Switching systems to the BellSouth SS7 network:

7.4.4.3.1.1 An A-link interface from Level 3 Local Switching systems; and

7.4.4.3.1.2 A B-link interface from Level 3 local STPs.

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

7.4.4.3.3 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

7.4.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

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

7.4.4.4 Message Screening

7.4.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from Level 3 local or tandem switching systems destined to any signaling point

within BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.

7.4.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Level 3 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.

7.4.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Level 3 from any signaling point or network interconnected through BellSouth's SS7 network where the Level 3 SCP has a valid signaling relationship.

7.4.5 SCP/Databases

7.4.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

7.4.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

7.4.5.3 Technical Requirements for SCPs/Databases

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

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

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

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

7.6 CNAM Database Service

- 7.6.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Level 3 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 7.6.2 Level 3 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to Level 3's access to BellSouth's CNAM Database Services and shall be addressed to Level 3's Local Contract Manager.
- 7.6.2.1 Level 3's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.
- 7.6.2.2 For each Level 3 End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 7.6.2.1 above, to a third party calling name database, to provide calling name information, if available, to Level 3's End User. Level 3 shall pay the rates set forth in Exhibit A of Attachment 2 of the Agreement, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an Level 3 End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, Level 3 shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of Level 3's End Users.
- 7.6.3 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill Level 3 at the applicable rates set forth in Exhibit A of Attachment 2 of the Agreement based on a surrogate of two hundred and fifty-six (256) database queries per month per Level 3's End Users with the Caller ID feature.
- 7.7 SCE/SMS AIN Access
- 7.7.1 BellSouth's SCE/SMS AIN Access shall provide Level 3 the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

- 7.7.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Level 3. 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.
- 7.7.3 BellSouth SCP shall partition and protect Level 3 service logic and data from unauthorized access.
- 7.7.4 When Level 3 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Level 3 to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 7.7.5 Level 3 access will be provided via remote data connection (e.g., dial-in, ISDN).
- 7.7.6 BellSouth shall allow Level 3 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

8 Automatic Location Identification/Data Management System

8.1 911 and E911 Databases

- 8.1.1 BellSouth shall provide Level 3 with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 8.1.2 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. Level 3 will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1 below.

8.2 Technical Requirements

- 8.2.1 BellSouth's 911 database vendor shall provide Level 3 the capability of providing updates to the ALI/DMS database through a specified electronic interface. Level 3 shall contact BellSouth's 911 database vendor directly to request interface. Level 3 shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Level 3 and BellSouth shall not be liable for the transactions between Level 3 and BellSouth's 911 database vendor.
- 8.2.2 It is Level 3'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.

- 8.2.3 Level 3 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: www.interconnection.bellsouth.com/guides.
- 8.2.4 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 Level 3, 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 Level 3 to assume responsibility for such records.
- 8.2.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Level 3 that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Level 3 shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Level 3 within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Level 3 shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Level 3's records.
- 8.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 8.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
- 8.3.1.1 The database capability allows Level 3 to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the Level 3 PBX 911 End User station telephone number for the 911 call that is placed by the End User.
- 8.3.2 Level 3 may order either the database capability or the transport component as desired or Level 3 may order both components of the service.
- 8.3.3 911 PBX Locate Database Capability. Level 3's End User or Level 3'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.
- 8.3.4 Ordering, provisioning, testing and maintenance shall be provided by Level 3 pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 8.3.5 Level 3's End User, or Level 3'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 Level 3 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. Level 3 should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Level 3's End User, or Level 3's End User DMA under the terms of 911 PBX Locate product.

- 8.3.5.1 Level 3 must provision all PBX station numbers in the same LATA as the E911 tandem.
- 8.3.6 Level 3 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 Level 3'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 Level 3 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. Level 3 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 Level 3's End User or DMA pursuant to these terms. Specifically, Level 3'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.
- 8.3.7 Level 3 may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Level 3's End Users' telephone numbers for which it has direct management authority.
- 8.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Level 3 to order a CAMA type dedicated trunk from Level 3's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 8.3.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Level 3'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. Level 3 is responsible for connectivity between the End User's PBX and Level 3's switch or POP location. Level 3 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 Level 3 purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Level 3 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 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

- 8.3.9 Ordering and Provisioning. Level 3 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.
- 8.3.9.1 Testing and maintenance shall be provided by Level 3 pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 8.3.10 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 Level 3 pursuant to the terms and conditions set forth in Attachment 3.

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh 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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.37	4.99							
4-WIRE ANALOG VOICE GRADE LOOP																
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.37	4.99							
4-WIRE DS1 DIGITAL LOOP																
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.37	4.99							
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.37	4.99							
UNE LOOP COMMINGLING																
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	16.68	105.98	68.43	53.05	10.61					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	23.13	105.98	68.43	53.05	10.61					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	28.46	105.98	68.43	53.05	10.61					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	16.68	105.98	68.43	53.05	10.61					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	23.13	105.98	68.43	53.05	10.61					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	28.46	105.98	68.43	53.05	10.61					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.37	4.99							
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.90	36.44							
		Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.24	1.10							
4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	32.59	132.38	94.83	59.35	14.61					
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	43.89	132.38	94.83	59.35	14.61					
		4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	43.38	132.38	94.83	59.35	14.61					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.37	4.99							
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.90	36.44							
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
		4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.51	253.03	157.89	44.80	11.73					
		4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	136.00	253.03	157.89	44.80	11.73					
		4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	229.15	253.03	157.89	44.80	11.73					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		24.88	3.51							

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh A					
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	
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.30	43.13								
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	29.93	126.66	89.12	59.35	14.61						
		5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	33.99	126.66	89.12	59.35	14.61						
		6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	34.74	126.66	89.12	59.35	14.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.34	49.85								
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		18.13									
LINE SPLITTING																	
		2-WIRE ANALOG VOICE GRADE LOOP															
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32						
ADDITIONAL NETWORK ELEMENTS																	
					UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC		5.61	5.61								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		40.27	13.52								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		23.80	12.11								
COMMINGLING																	

UNBUNDLED NETWORK ELEMENTS - South Carolina

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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.56	6.59	4.73								
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.19	6.59	4.73								
	Commingled ISDN COCI			XDD4X	UC1CA	2.56	6.59	4.73								
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0167										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	16.68	105.98	68.43	53.05	10.61						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	23.13	105.98	68.43	53.05	10.61						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	28.46	105.98	68.43	53.05	10.61						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	32.59	132.38	94.83	59.35	14.61						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	43.89	132.38	94.83	59.35	14.61						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	29.93	126.66	89.12	59.35	14.61						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	33.99	126.66	89.12	59.35	14.61						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	34.74	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	29.93	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	33.99	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	34.74	126.66	89.12	59.35	14.61						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	25.21	117.58	80.03	53.05	10.61						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.76	117.58	80.03	53.05	10.61						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Commingled DS1 COCI			XDH1X, NTCDD1	UC1D1	8.64	6.59	4.73								
	Commingled DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Commingled DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.3415										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.51	253.03	157.89	44.80	11.73						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	136.00	253.03	157.89	44.80	11.73						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	229.15	253.03	157.89	44.80	11.73						
	Commingled DS3 Local Loop Facility Termination			HFQC6	UE3PX	306.36	452.52	264.53	119.75	83.77						
	Commingled DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	12.26										
	Commingled STS-1 Local Loop Facility Termination			HFRST	UDLS1	313.49	452.52	264.53	119.75	83.77						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	144.02	178.54	94.18	33.33	31.90						
	Commingled DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Commingled DS3 Interoffice Channel per mile			HFQC6	1L5XX	8.02										
	Commingled STS-1Interoffice Channel Facility Termination			HFRST	U1TFS	880.55	279.37	163.12	60.33	58.59						
	Commingled STS-1Interoffice Channel per mile			HFRST	1L5XX	8.02										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	36.41										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		640.51	138.17	317.76	198.11						
LINE SHARING																
NOTE 1: The Line Sharing monthly recurring rates for all installations completed on or after October 02, 2003 shall be billed as follows:																
NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																
NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																
NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2 Exh 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	
	NOTE 1: Above will apply to USOCs: ULSDT and ULSCT															
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003															
	LINE SHARING															
	SPLITTERS-CENTRAL OFFICE BASED															
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	216.22	189.21	0.00	178.38	0.00						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	54.05	189.21	0.00	178.38	0.00						
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	18.02	189.21	0.00	178.38	0.00						
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		86.67	0.00	49.95	0.00						
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING															
	Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	18.55	10.62	10.04	4.93						
	Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	9.71	18.55	10.62	10.04	4.93						
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		16.42	8.21								
	Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		16.42	8.21								
	Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74						
	Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	9.71	47.44	19.31	20.67	12.74						
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

**Amendment to the Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated June 23, 2004**

Pursuant to this Amendment, (the "Amendment"), Level 3 Communications, L.L.C. (Level 3), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 (Agreement).

WHEREAS, on March 1, 2006, the North Carolina Public Utilities Commission (Commission) issued its Order in Docket No. P-55, Sub 1549 (Order), Proceeding to Consider Amendments to Interconnection Agreements Between BellSouth Telecommunications, Inc. and Competing Local Providers Due to Changes of Law.

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Commission's Order;

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 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 North Carolina only.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of North Carolina only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of North Carolina.
4. 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 North Carolina Utilities Commission's Order.
5. This Amendment shall be approved on the date the North Carolina Public Utilities Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).
6. All of the other provisions of the Agreement shall remain in full force and effect.

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7. Either or both of the Parties is authorized to submit this Amendment to the North Carolina Utilities Commission 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 ShoreName: Kristen E. ShoreTitle: DirectorDate: 12/14/06**Level 3 Communications, L.L.C.**By: Andrea L. GavalasName: Andrea L. GavalasTitle: Vice PresidentDate: 12/8/06

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Issue 1 – 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 Level 3 for a particular End User when Level 3: (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 Level 3 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 Level 3 or transitioned by Level 3, or BellSouth shall disconnect such Arrangements upon thirty (30) days 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 Level 3 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 Level 3’s Embedded Base and Level 3 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 Level 3’s Embedded Base of Local Switching equal to the higher of:

- 1.2.4.1 The rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar; or
- 1.2.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.
- 1.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement and this Section 1.2.4.
- 1.2.5 Level 3 must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions pursuant to Section 21.1 below by March 10, 2006, or by other mutually agreed upon date.
- 1.2.6 If Level 3 fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching as specified in Section 1.2.5 above prior to March 10, 2006 or by other mutually agreed upon date, BellSouth will identify Level 3's remaining Embedded Base of Local Switching and will disconnect such Local Switching effective March 11, 2006. 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.
- 1.2.8 To the extent that Level 3 no longer desires to provide a particular service, it must notify BellSouth of its intent to discontinue and the parties must coordinate that disconnect to take place prior the conclusion of the applicable transition period. Level 3 must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.

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 Level 3 as of March 10, 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 Level 3's Embedded Base and Level 3 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 Level 3's Embedded Base of UNE-P equal to the higher of:
- 2.3.4.1. The rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar; or
- 2.3.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.
- 2.3.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement and this Section 2.3.4.
- 2.3.5 Level 3 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 21.1 below by March 10, 2005 or by other mutually agreed upon date.
- 2.3.6 If Level 3 fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P as specified in Section 2.3.5 above prior to March 10, 2005 or by other mutually agreed upon date, BellSouth will identify Level 3'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 disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.
- 2.3.7 For Embedded Base UNE-P converted pursuant to Section 2.3.5 above or transitioned pursuant to Section 2.3.6 above, the applicable recurring tariff 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.

- 2.3.9 To the extent that Level 3 no longer desires to provide a particular service, it must notify BellSouth of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. Level 3 must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.

3. 4-wire Unbundled DS1 Digital Loop
- 3.1 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.
- 3.2 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.

3.3 Transition for DS1 and DS3 Loops

- 3.3.1 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 3.3.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 3.3.2 For purposes of this Section 3, Embedded Base means DS1 and DS3 Loops that were in service for Level 3 as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 3.3.6.1 or 3.3.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 3.3.3 Excess DS1 and DS3 Loops are those Level 3 DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Section 3.3.4 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 3.3.4 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Level 3 at any single building in which DS1 Loops are available as unbundled loops. Level 3 may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 3.3.5 For purposes of this Section 3, a Business Line is defined in 47 C.F.R. § 51.5.

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- 3.3.6 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 3.3 only for Level 3's Embedded Base during the Transition Period:
- 3.3.6.1 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.
- 3.3.6.2 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.
- 3.3.7 A list of wire centers meeting the criteria set forth in Sections 3.3.6.1 and 3.3.6.2 above as ordered by the North Carolina Utilities Commission in Docket No. P-55, Sub 1549 (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter **CNL SN91086050**, dated March 10, 2006, which is available on BellSouth's Interconnection Services Web site.
- 3.3.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base and Level 3's Excess DS1 and DS3 Loops equal to the higher of:
- 3.3.8.1 115% of the rate paid for that element on June 15, 2004; or
- 3.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 3.3.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.3.8.
- 3.3.9 The Transition Period shall apply only to (1) Level 3's Embedded Base and (2) Level 3's Excess DS1 and DS3 Loops. Level 3 shall not add new DS1 or DS3 loops as described in this Section 3.3 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.
- 3.3.10 Once a wire center exceeds both of the thresholds set forth in Section 3.3.6.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 3.3.11 Once a wire center exceeds both of the thresholds set forth in Section 3.3.6.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 3.3.12 No later than March 10, 2006 or by other mutually agreed upon date Level 3 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 21.1 below. The

Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.

- 3.3.13 If Level 3 fails to submit the spreadsheet(s) specified in Section 3.3.12 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to March 10, 2006 or by other mutually agreed upon date, BellSouth will identify Level 3's remaining Embedded Base and Excess DS1 and DS3 Loops, 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 3.3.13 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 3.3.14 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 3.3.12 above or transitioned pursuant to Section 3.3.13 above, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006.
- 3.3.15 To the extent that Level 3 no longer desires to provide a particular service, it must notify BellSouth of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. Level 3 must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.

4. Dark Fiber Loop

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 Level 3 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 Level 3 as of March 10, 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 Level 3 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 Level 3's Embedded Base of Dark Fiber Loops equal to the higher of:

4.2.4.1 115% of the rate paid for that element on June 15, 2004; or

4.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

4.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.2.4.

4.2.5 The Transition Period shall apply only to Level 3's Embedded Base and Level 3 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 Level 3 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 21.1 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

4.2.8 If Level 3 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 Level 3'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 all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

4.2.9 For Embedded Base circuits converted pursuant to Section 4.2.7 above or transitioned pursuant to Section 4.2.8 above, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006.

4.2.10 To the extent that Level 3 no longer desires to provide a particular service, it must notify BellSouth of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. Level 3 must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.

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 Level 3, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Level 3. 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 Level 3 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 Level 3 as of March 10, 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 Level 3 as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

5.2.4 Level 3 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 Level 3 DS1 and DS3 Dedicated Transport facilities in service as of March 10, 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.

- 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 Level 3'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 North Carolina Utilities Commission in Docket No. P-55, Sub 1549 (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter **CNL SN91086050**, dated March 10, 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 <Level 3'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 Level 3's Embedded Base of DS1 and DS3 Dedicated Transport and for Level 3's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, equal to the higher of:
- 5.2.9.1 115% of the rate paid for that element on June 15, 2004; or
- 5.2.9.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 5.2.9.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.9.
- 5.2.9.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base Entrance Facilities as set forth in Exhibit ___ to Attachment 2 of the Agreement and this Section 5.2.9.
- 5.2.10 The Transition Period shall apply only to (1) Level 3's Embedded Base and Embedded Base Entrance Facilities; and (2) Level 3's Excess DS1 and DS3 Dedicated Transport. Level 3 shall not add new Entrance Facilities pursuant to this Agreement. Further, Level 3 shall not add new

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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 meet or exceeds either of the thresholds set forth in Section 5.2.7.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center to other “Tier 1” wire centers, as defined by FCC rules at 47 C.F.R. 51.319 (e) (3).
- 5.2.12 Once a wire center meet 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 to other “Tier 1” or “Tier 2” wire centers, as defined by FCC rules at 47 C.F.R. 51.319 (e) (3).
- 5.2.13 No later than March 10, 2005 or by other mutually agreed upon date Level 3 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 21.1 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.
- 5.2.14 If Level 3 fails to submit the spreadsheet(s) specified in Section 5.2.13 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to March 10, 2006 or by other mutually agreed upon date, BellSouth will identify Level 3's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, 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 5.2.14 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 5.2.15 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 5.2.13 or transitioned pursuant to Section 5.2.14 above, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006.
- 5.2.16 To the extent that Level 3 no longer desires to provide a particular service, it must notify BellSouth of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. Level 3 must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.

- 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 Level 3 as of March 10, 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 Level 3'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 North Carolina Utilities Commission in Docket No. P-55, Sub 1549, ("Initial List") is attached to BellSouth's Carrier Notification Letter **CNL SN91086050**, dated March 10, 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 Level 3's Embedded Base and Excess of Dark Fiber Transport and Embedded Base Dark Fiber Transport Entrance Facilities shall be equal to the higher of:
- 6.1.6.1 115% of the rate paid for that element on June 15, 2004; or
- 6.1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

- 6.1.6.3 These rates shall be as set forth in Exhibit A Attachment 2 of the Agreement and this Section 6.1.6.
- 6.1.7 The Transition Period shall apply only to Level 3's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Level 3 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, Level 3 shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 6.1.9 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.
- 6.1.10 No later than June 10, 2006 Level 3 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 BellSouth services as Conversions pursuant to Section 21.1 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 6.1.11 If Level 3 fails to submit the spreadsheet(s) specified in Section 6.1.10 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify Level 3'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 6.1.11 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.1.12 For Embedded Base circuits converted pursuant to Section 6.1.10 above or transitioned pursuant to Section 6.1.11 above, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006.
- 6.1.13 To the extent that Level 3 no longer desires to provide a particular service, it must notify BellSouth of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. Level 3 must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.

7. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Level 3 shall undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Level 3 self-certifies that to the best of Level 3's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Level 3's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. If BellSouth prevails in such dispute resolution proceeding, Level 3 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.

Issue 3 –What is the appropriate language to implement BellSouth's obligation to provide Section 251 unbundled access to high-capacity loops and dedicated

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transport and how should the following terms be defined? (i) Business Line; (ii) Fiber-Based Collocator; (iii) Building (iv) Route?

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 a 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 two of BellSouth's 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. For the purposes of determining routes wire centers include non-BellSouth locations where BellSouth has reverse collocated switches with line side functionality that terminate loops.

Issue 6 – What language should be included in agreements to reflect the procedures identified in Matrix Item No. 5(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 3.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a “Subsequent Wire Center List”.
- 12.2 Effective thirty (30) business days after the date of a BellSouth CNL 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).
- 12.3 For purposes of this Section 12, BellSouth shall make available DS1 and DS3 Loops that were in service for Level 3 in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of BellSouth’s CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the thirtieth 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 rates set forth in Exhibit A Attachment 2 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 12.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 12.7 If Level 3 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 Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 12.8 For Subsequent Embedded Base circuits converted pursuant to Section 12.6 above or transitioned pursuant to Section 12.7 above, the applicable

recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

- 12.9 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 12.10 In the event that (1) BellSouth designates a wire center as non-impaired, (2) Level 3 converts existing UNEs to other services or orders new services as services other than UNEs, (3) Level 3 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 designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Level 3, 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 Level 3 the difference between the rate paid by Level 3 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.

13. Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Transport

- 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 include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.
- 13.2 Effective thirty (30) business days after the date of a BellSouth CNL 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).
- 13.3 For purposes of this Section 13, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for Level 3 in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days

after the thirtieth (30th) 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 rates set forth in Exhibit A Attachment 2 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 13.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 13.7 If Level 3 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 Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 13.8 For Subsequent Embedded Base circuits converted pursuant to Section 13.6 above or transitioned pursuant to Section 13.7 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 13.9 In the event that (1) BellSouth designates a wire center as non-impaired, (2) Level 3 converts existing UNEs to other services or orders new services as services other than UNEs, (3) Level 3 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 designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Level 3, 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 Level 3 the difference between the rate paid by Level 3 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.

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 include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 14.2 Effective thirty (30) business days after the date of a BellSouth CNL 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 DS1 and DS3 Loops that were in service for Level 3 in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the thirtieth (30th) 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 rates set forth in Exhibit A Attachment 2 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 14.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 14.7 If Level 3 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 Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 14.8 For Subsequent Embedded Base circuits converted pursuant to Section 14.6 above or transitioned pursuant to Section 14.7 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit

is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

- 14.9 In the event that (1) BellSouth designates a wire center as non-impaired, (2) Level 3 converts existing UNEs to other services or orders new services as services other than UNEs, (3) Level 3 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 designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Level 3, 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 Level 3 the difference between the rate paid by Level 3 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.

Issue 7 – Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?

15. 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.
16. 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.

Issue 8 – (a) Does the Commission have the authority to require BellSouth to include in its ICAs entered into pursuant to Section 252, network elements either under state law or pursuant to Section 271 or any other federal law other than Section 251? (b) If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such element? (c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions of such elements?

17. This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to Level 3 for Level 3's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act.

Issue 9 – What conditions, if any, should be imposed on moving, adding, or changing orders to a CLP's respective embedded base of switching, high-capacity loops, and dedicated transport, and what is the appropriate language to implement such conditions, if any?

18. For the state of North Carolina, during the Transition Period, CLEC shall be entitled to order and BellSouth shall provision UNE-P that CLEC orders for the purpose of serving CLEC's existing UNE-P End Users as of March 10, 2005`

Issue 10 – 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?

19. Effective March 11, 2006, and except to the extent expressly provided otherwise in this Attachment, Level 3 may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively “Arrangements”). In the event BellSouth determines that Level 3 has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Level 3 with thirty (30) days written notice to disconnect or convert such Arrangements. If Level 3 fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 19 shall be subject to applicable switch-as-is charges.

Issue 13 – 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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20. **Commingling of Services**

- 20.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Level 3 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 NCUC's Order dated March 1, 2006 in Docket No. P-55, Sub 1549. Level 3 must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 20.2 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.
- 20.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 20.4 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.
- 20.5 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A to Attachment 2 of the Agreement.

Issue 14 – 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 15 – 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?

21. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services.

- 21.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Level 3 pursuant to this Agreement, or convert a Network Element or Combination that is available to Level 3 under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively “Conversion”). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. 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 21.3 below.
- 21.2 To the extent, Level 3 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.

21.3 Ordering Guidelines and Processes

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- 21.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Level 3 should refer to the “Guides” section of the BellSouth Interconnection Web site.
- 21.3.2 Additional information may also be found in the individual CLEC Information Packages located at the “CLEC UNE Products” on BellSouth’s Interconnection Web site at:
www.interconnection.bellsouth.com/guides/html/unes.html.
- 21.3.3 The provisioning of Network Elements, Combinations and Other Services to Level 3’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 Level 3’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 16: LINE SHARING: Is BellSouth obligated pursuant to the Telecommunications Act of 1996 and FCC Orders to provide line sharing to new CLEC customers after October 1, 2004?

Issue 17: LINE SHARING – TRANSITION: If the answer to foregoing issue is negative, what is the appropriate language for transitioning off a CLEC's existing line sharing arrangements?

22. Line Sharing

22.1 General. Line Sharing is defined as the process by which Level 3 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 Level 3 using the high frequency spectrum (as defined below) of the Loop.

22.1.1 Line Sharing arrangements in service as of October 1, 2003 under a prior Interconnection Agreement between Bellsouth and Level 3, will remain in effect until the End User discontinues or moves xDSL service with Level 3. Arrangements pursuant to this Section will be billed at the rates set forth in Exhibit B.

22.1.2 For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 the rates will be as set forth in Exhibit B.

22.1.3 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 Exhibit B.

22.1.4 Any Line Sharing arrangements placed in service on or after October 2, 2003; and not otherwise terminated, shall terminate on October 2, 2006.

22.1.5 No new line sharing arrangements may be ordered.

22.1.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Level 3 the ability to provide xDSL data services to the End User for which BellSouth provides voice services.

22.1.7 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

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Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Level 3 shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the abovementioned document.

- 22.1.8 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 TI .601.
- 22.1.9 BellSouth will provide Loop Modification to Level 3 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 Level 3 requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Level 3 shall pay for the Loop to be restored to its original state.
- 22.1.10 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 Level 3 desires to continue providing xDSL service on such Loop, Level 3 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 Level 3 purchases the full stand-alone Loop, Level 3 may elect the type of Loop it will purchase. Level 3 will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to Attachment 2 of the Agreement. In the event Level 3 purchases a voice grade Loop, Level 3 acknowledges that such Loop may not remain xDSL compatible.
- 22.1.11 In the event the End User terminates its BellSouth provided voice service, and Level 3 requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement (see below), BellSouth will discontinue billing Level 3 for the High Frequency Spectrum and begin billing Level 3 for the full stand-alone Loop. Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 22.1.12 Once BellSouth has placed cross-connects on behalf of Level 3 to provide Level 3 access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, Level 3 may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Level 3's cable pairs or splitter ports after BellSouth has

placed cross-connection to provide Level 3 access to the High Frequency Spectrum. BellSouth shall bill and Level 3 shall pay the Subsequent Activity charges as set forth in Exhibit A to Attachment 2 of the Agreement.

- 22.1.13 BellSouth's Local Ordering Handbook (LOH) will provide Level 3 the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.
- 22.1.14 Maintenance and Repair - Line Sharing. Level 3 shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Level 3 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. Level 3 will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.
- 22.1.15 Level 3 shall inform its End Users to direct data problems to Level 3, unless both voice and data services are impaired, in which event Level 3 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.

Issue 18: LINE SPLITTING: What is the appropriate ICA language to implement BellSouth's obligations with regard to line splitting?

23. Line Splitting

23.1 Line splitting shall mean that Level 3 purchases a whole loop and provides the splitter to provide voice and data services through an arrangement with 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 Level 3 being either the Voice CLEC or Data CLEC.

23.2 Line Splitting – UNE-L. In the event Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

23.3 Line Splitting – Loop and Port

To the extent Level 3 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 Level 3 to utilize Line Splitting. BellSouth shall charge the rates previously approved by the North Carolina Utilities Commission as set forth in Exhibit A of Attachment 2 in the Agreement.

23.4 Level 3 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 Level 3 will not provide voice and data services.

23.5 Provisioning Line Splitting and Splitter Space – Loop and Port

23.5.1 The Data LEC, Voice CLEC, or a third party may provide the splitter. When Level 3 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.

23.5.2 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.

23.5.3 The foregoing procedures are applicable to migration from a UNE-P 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.

23.5.4 Provisioning Line Splitting and Splitter Space – UNE-L

- 23.5.4.1 **Level 3** provides the splitter when providing Line Splitting with UNE-L. When Level 3 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.

23.6 Maintenance – Line Splitting – Loop and Port and UNE-L

- 23.6.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
- 23.6.2 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.

23.7 Indemnity

- 23.7.1 Level 3 shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, damages and costs, 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 19 – What is the appropriate ICA language, if any, to address call related databases?**24. Call Related Databases and Signaling**

24.1 Except for 911 and E911, BellSouth is not required to provide unbundled access to call related databases pursuant to Section 251.

24.2 Automatic Location Identification/Data Management System**24.2.1 911 and E911 Databases**

24.2.1.1 BellSouth shall provide Level 3 with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

24.2.1.1 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Level 3 will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 24.3.1 below.

24.3 Technical Requirements

24.3.1 BellSouth's 911 database vendor shall provide Level 3 the capability of providing updates to the ALI/DMS database through a specified electronic interface. Level 3 shall contact BellSouth's 911 database vendor directly to request interface. Level 3 shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Level 3 and BellSouth shall not be liable for the transactions between Level 3 and BellSouth's 911 database vendor.

24.3.2 It is Level 3'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.

24.3.3 Level 3 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:
www.interconnection.bellsouth.com/guides.

24.3.4 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 Level 3, 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 Level 3 to assume responsibility for such records.

- 24.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Level 3 that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Level 3 shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Level 3 within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Level 3 shall reimburse BellSouth for any charges BellSouth’s database vendor imposes on BellSouth for the deletion of Level 3’s records.
- 24.4 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
 - 24.4.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
 - 24.4.1.1 The database capability allows Level 3 to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the Level 3 PBX 911 End User station telephone number for the 911 call that is placed by the End User.
 - 24.4.2 Level 3 may order either the database capability or the transport component as desired or Level 3 may order both components of the service.
 - 24.4.3 911 PBX Locate Database Capability. Level 3’s End User or Level 3’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.
 - 24.4.4 Ordering, provisioning, testing and maintenance shall be provided by Level 3 pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
 - 24.4.5 Level 3’s End User, or Level 3’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 Level 3 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. Level 3 should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Level 3’s End User, or Level 3’s End User DMA under the terms of 911 PBX Locate product.

- 24.4.6 Level 3 must provision all PBX station numbers in the same LATA as the E911 tandem.
- 24.4.7 Level 3 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 Level 3'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 Level 3 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. Level 3 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 Level 3's End User or DMA pursuant to these terms. Specifically, Level 3'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.
- 24.4.8 Level 3 may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Level 3's End Users' telephone numbers for which it has direct management authority.
- 24.4.9 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Level 3 to order a CAMA type dedicated trunk from Level 3's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 24.4.10 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Level 3'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. Level 3 is responsible for connectivity between the End User's PBX and Level 3's switch or POP location. Level 3 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 Level 3 purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Level 3 is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID)

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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 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

- 24.4.11 Ordering and Provisioning. Level 3 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.
- 24.4.12 Testing and maintenance shall be provided by Level 3 pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 24.4.13 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A or C. Trunks and facilities for 911 PBX Locate transport component may be ordered by Level 3 pursuant to the terms and conditions set forth in Attachment 3.

Issue 20 - 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 on this obligation?

- 25.1 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). Fiber to the Curb 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. BellSouth shall offer CLPs unbundled access to FTTH/FTTC loops serving enterprise customers and predominantly business MDUs.
- 25.2 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.
- 25.3 Notwithstanding the above, nothing in this Section shall limit BellSouth's obligation to offer CLECs an unbundled DS1 loop (or loop/transport combination) in any wire center where BellSouth is required to provide unbundled access to DS1 loops and loop/transport combinations

Issue 21: What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?

26. 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 unbundled access to hybrid loops pursuant to the requirements of 47 C.F.R. 51.319(a)(2).

Issue 22: What is the appropriate ICA language to implement BellSouth's obligation to provide RNMs?

Issue 23: 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?

27. Routine Network Modifications

27.1 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. If BellSouth performs such RNM during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge.

27.2 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 9 of this Agreement. If BellSouth has not recovered the costs of such RNM in the rates set forth in Exhibit A to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Level 3, BellSouth will perform the RNM.

Issue 24: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?

28. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to Level 3 on an unbundled basis, pursuant to the requirements of 47 C.F.R. § 51.319(a)(3)(iii), BellSouth's retirements of copper loops or copper subloops must comply with the requirements of 47 C.F.R. § 51.319(a)(3)(iv).

Issue 25: What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?

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EELs Audit provisions

- 29.1 BellSouth may, on an annual basis audit Level 3's records 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 Level 3 stating its concern that Level 3 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 Level 3 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.
- 29.2 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 Level 3 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 Level 3'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 Level 3 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.
- 29.3 To the extent the independent auditor's report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 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.
- 29.4 To the extent the independent auditor's report concludes that Level 3 failed to comply in all material respects with the service eligibility criteria, Level 3 shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 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.

30. Level 3 shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
31. 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 Level 3 may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.
32. Subloop Elements.
 - 32.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
 - 32.2 Unbundled Subloop Distribution (USLD)
 - 32.2.1 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))
 - 32.2.2 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.
 - 32.2.3 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.
 - 32.2.4 If Level 3 requests a UCSL and it is not available, Level 3 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.

- 32.2.5 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.
- 32.2.6 Upon request for USLD-INC from Level 3, 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 Level 3's use on this cross-connect panel. Level 3 will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 32.2.7 For access to Voice Grade USLD and UCSL, Level 3 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. Level 3's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 32.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3'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/unec.html.
- 32.2.9 The site set-up must be completed before Level 3 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 Level 3'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.
- 32.2.10 Once the site set-up is complete, Level 3 will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

- 32.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.
- 32.3 Unbundled Network Terminating Wire (UNTW)
- 32.3.1 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.
- 32.3.1.1 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.
- 32.3.2 Requirements
- 32.3.2.1 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.
- 32.3.2.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 32.3.2.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Level 3 does own or control such wiring, Level 3 will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Level 3.
- 32.3.2.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.
- 32.3.2.5 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

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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.

- 32.3.2.6 Access Terminal installation intervals will be established on an individual case basis.
- 32.3.2.7 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.
- 32.3.2.8 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.
- 32.3.2.9 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).
- 32.3.2.10 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.
- 32.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting 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.

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh 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	SOMEc	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES			25.03	3.53						
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP			26.52	5.02						
4-WIRE ANALOG VOICE GRADE LOOP																
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES			25.03	3.53						
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP			26.52	5.02						
4-WIRE DS1 DIGITAL LOOP																
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES			25.03	3.53						
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP			26.52	5.02						
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES			25.03	3.53						
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP			26.52	5.02						
ADDITIONAL NETWORK ELEMENTS																
					UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC			38.39	17.64						
		Wholesale to UNE, Switch-As-Is Conversion Charge														
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES			36.90	16.15						
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP			1.49	1.49						
UNE LOOP COMMINGLING																
	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		11.96	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2		17.36	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2		25.23	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2		11.96	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2		17.36	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2		25.23	102.10	65.72						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES			25.03	3.53						
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP			26.52	5.02						
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO			87.49	36.26						
		Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL			11.20	1.10						
4-WIRE ANALOG VOICE GRADE LOOP -COMMINGLING																
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4		19.52	127.40	91.02						
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4		24.74	127.40	91.02						

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh 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	SOMAN
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	46.11	127.40	91.02								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES L		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.52	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.49	36.26								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	63.62	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	104.40	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	210.22	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES L		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.52	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		100.82	42.93								
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	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	21.98	121.86	85.48								
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	27.58	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	43.08	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	21.98	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	27.58	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	43.08	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES L		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.52	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		101.86	49.62								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		17.56									
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61	15.53	7.79								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	24.08	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	24.08	36.54	16.87	0.00	0.00						
COMMINGLING																

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh 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
		Commingleing Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00							
		Commingleing (UNE part of single bandwidth circuit)														
		Commingleing VG COCI			XDV2X, NTCVG	1D1VG	0.4329	54.14	17.51							
		Commingleing Digital COCI			XDV6X, NTCUD	1D1DD	0.9199	54.14	17.51							
		Commingleing ISDN COCI			XDD4X	UC1CA	1.53	54.14	17.51							
		Commingleing 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	12.12	131.81	78.34							
		Commingleing 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	10.19	131.81	78.34							
		Commingleing 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	7.47	131.81	78.34							
		Commingleing 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	7.47	131.81	78.34							
		Commingleing VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0095									
		Commingleing 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	11.96	385.26	72.08							
		Commingleing 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.36	385.26	72.08							
		Commingleing 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	25.23	385.26	72.08							
		Commingleing 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	19.52	385.26	72.08							
		Commingleing 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	24.74	385.26	72.08							
		Commingleing 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	46.11	385.26	72.08							
		Commingleing 56kbps Local Loop Zone 1		1	XDD4X	UDL56	21.98	385.26	72.08							
		Commingleing 56kbps Local Loop Zone 2		2	XDD4X	UDL56	27.58	385.26	72.08							
		Commingleing 56kbps Local Loop Zone 3		3	XDD4X	UDL56	43.08	385.26	72.08							
		Commingleing 64kbps Local Loop Zone 1		1	XDD4X	UDL64	21.98	385.26	72.08							
		Commingleing 64kbps Local Loop Zone 2		2	XDD4X	UDL64	27.58	385.26	72.08							
		Commingleing 64kbps Local Loop Zone 3		3	XDD4X	UDL64	43.08	385.26	72.08							
		Commingleing ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.78	385.26	72.08							
		Commingleing ISDN Local Loop Zone 2		2	XDD4X	U1L2X	26.16	385.26	72.08							
		Commingleing ISDN Local Loop Zone 3		3	XDD4X	U1L2X	35.37	385.26	72.08							
		Commingleing DS1 COCI			XDH1X, NTCD1	UC1D1	8.43	54.14	17.51							
		Commingleing DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	31.06	234.02	162.52							
		Commingleing DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.1938									
		Commingleing DS1/DS0 Channel System			XDH1X	MQ1	70.84	170.57								
		Commingleing DS1 Local Loop Zone 1		1	XDH1X	USLXX	63.62	412.03	139.55							
		Commingleing DS1 Local Loop Zone 2		2	XDH1X	USLXX	104.40	412.03	139.55							
		Commingleing DS1 Local Loop Zone 3		3	XDH1X	USLXX	210.22	412.03	139.55							
		Commingleing DS3 Local Loop Facility Termination			HFQC6	UE3PX	229.90	3,073.55	1,245.84							
		Commingleing DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	12.95									
		Commingleing STS-1 Local Loop Facility Termination			HFRST	UDLS1	257.82	3,073.55	1,245.84							
		Commingleing DS3/DS1 Channel System			HFQC6	MQ3	84.32									
		Commingleing DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	329.91	802.81	146.02							
		Commingleing DS3 Interoffice Channel per mile			HFQC6	1L5XX	4.44									
		Commingleing STS-1Interoffice Channel Facility Termination			HFRST	U1TFS	339.20	802.81	146.02							
		Commingleing STS-1Interoffice Channel per mile			HFRST	1L5XX	4.44									
		Commingleing Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	24.77									
		Commingleing Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		620.60	133.88							
LINE SHARING																
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed on or after October 02, 2003 shall be billed as follows:															
	NOTE 1: 10/02/2003 - 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")															
	NOTE 1: 10/02/2004 - 10/01/2005: 50% of the rate for UCLND															
	NOTE 1: 10/02/2005 - 10/01/2006: 75% of the rate for UCLND															
	NOTE 1: Above will apply to USOCs: ULSDT and ULSCT															

UNBUNDLED NETWORK ELEMENTS - North Carolina												Attachment: 2 Exh 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	
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																		
	LINE SHARING																		
	SPLITTERS-CENTRAL OFFICE BASED																		

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh 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	SOMAN
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,823.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.45									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		535.57									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	165.63										
	Service Order Charge			9PBDC	9PBSC		15.20									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																

**Amendment to the Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated June 23, 2004**

Pursuant to this Amendment, (the “Amendment”), Level 3 Communications, L.L.C. (Level 3), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the “Parties”, hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 (Agreement).

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 states that BellSouth is entitled to recover the difference between the Old UNE Rates and the New UNE Rates for the period of time that BellSouth charged Level 3 the Old UNE Rates unless the Agreement indicates that the Parties intended otherwise; 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

WHEREAS, the Parties enter into this Amendment without prejudice to any position they may take, or have taken, with respect to similar future agreements between the Parties, 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 incorporate into the Agreement the New UNE Rates set forth in Exhibit 1 to Attachment 1, Exhibit 2 to Attachment 2, Exhibit 3 to Attachment 3, and Exhibit 4 to Attachment 4, all as attached hereto and incorporated herein by this reference, and such rates shall apply to services provided in the State of Georgia only.
2. To the extent that the New UNE Rates set forth in Exhibit 1 to Attachment 1, Exhibit 2 to Attachment 2, and Exhibit 4 to Attachment 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.
3. Exhibit A to Attachment 3 of the Agreement shall be deleted in its entirety, and Exhibit 3 to Attachment 3 as attached hereto shall be substituted in lieu thereof.
4. 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). The Parties agree to true up the difference between the New UNE Rates and the Old UNE Rates retroactively to June 23,

Version: GA UNE Rate Remand Amendment
04/21/06

2004. Notwithstanding the foregoing, Level 3's agreement to true up the difference between the New UNE Rates and the Old UNE Rates retroactively to June 23, 2004, in no way constitutes an admission or acknowledgment that retroactive true-up of rates is or is not required by the terms of the Agreement or otherwise, and Level 3 hereby reserves all rights to argue any position in that regard in the future.

5. All of the other provisions of the Agreement shall remain in full force and effect.
6. Either or both of the Parties is authorized to submit this Amendment to the State of Georgia PSC 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. Shore

Title: Director

Date: 1/11/07

Level 3 Communications, L.L.C.

By: 

Name: Andrea L. Gavalas

Title: Vice President

Date: 1/10/07

Version: GA UNE Rate Remand Amendment with Line Sharing
04/21/06

[CCCS Amendment 3 of 19]

RESALE DISCOUNTS & RATES - Georgia												Attachment: 1 Exh: D					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message																
	ODUF: Message Processing, per message																
	ODUF: Message Processing, per Magnetic Tape provisioned																
	ODUF: Data Transmission (CONNECT:DIRECT), per message																
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message																

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment 2 Exh: A					
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	SOMEK	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) - "REGIONAL RATES"																
		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	URES�	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	URES�	5.69	5.69								
		Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS0)*			UEA	URESPL	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																

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment 2 Exh: 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	
								Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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 reservation - 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 reservation - 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 reservation - 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	URESP		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						
		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						

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment 2 Exh: 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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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	URESP		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						
		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								

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment 2 Exh: A					
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
		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 L		5.69	5.69							
		Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS0)*			NTCVG	URES P		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 L		5.69	5.69							
		Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS1)*			NTCD1	URES P		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 L		5.69	5.69							
		Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS0)*			NTCUD	URES P		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 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 - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		255.51								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		7.29								

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment 2 Exh: 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
												OSS Rates(\$)				
						Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC	174.92									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD	51.56									
		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								
		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								

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment 2 Exh: 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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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						
		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						

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment 2 Exh: A					
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	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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						
	Wholesale to UNE, Switch-As-Is Conversion Charge*			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNC3X, 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																

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment 2 Exh: A				
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

LOCAL INTERCONNECTION - Georgia											Attachment: 3 Exh: 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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU					0.0007										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0004186bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0004186										
	Tandem Intermediary Charge, per MOU*					0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X			21.53bk		8.11bk						
	Installation Trunk Side Service - per DS0			OHD	TPP9X			21.53bk		8.11bk						
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000028										
	Common Transport - Facilities Termination Per MOU					0.0001955										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0059bk										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	13.15bk	48.41bk	19.46bk	16.56bk	4.99bk						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0059bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	8.00bk	48.41bk	19.46bk	16.56bk	4.99bk						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0059bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	8.00bk	48.41bk	19.46bk	16.56bk	4.99bk						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1199bk										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.93bk	110.92bk	80.20bk	31.33bk	21.71bk						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.63bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	349.42bk	320.16bk	86.24bk	66.71bk	52.76bk						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.91bk	120.95bk	53.24bk	46.35bk	13.35bk						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.90bk	125.5bk	54.38bk	46.35bk	13.35bk						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.82bk	149.31bk	111.09bk	40.32bk	26.09bk						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	150.05bk	444.58bk	145.04bk	112.80bk	75.81bk						
LOCAL INTERCONNECTION MID-SPAN MEET																
	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	71.23bk	105.57bk	41.55bk	23.73bk	4.19bk						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	124.39bk	224.26bk	71.76bk	39.97bk	31.04bk						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	7.50bk	15.79bk	11.38bk	6.60bk	6.60bk						
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.																
SIGNALING (CCST)																
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.																

Version: GA Ordered Rates

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LOCAL INTERCONNECTION - Georgia												Attachment: 3 Exh: 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			

COLLOCATION - Georgia											Attachment: 4 Exh 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

COLLOCATION - Georgia											Attachment: 4 Exh 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	First	Add'l	First	Add'l	SOMEc	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			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.38									
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPS, UEPSB, UEPX, UEP2C	PE1R2	0.0202									
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	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: 4 Exh 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 First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)				
												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, UEPSR, UEPC2	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: 4 Exh 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			
													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,UCL, 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: 4 Exh 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
							Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
						Rec	First	Add'l	First	Add'l	SOME C	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
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated June 23, 2004**

Pursuant to this Amendment, (the “Amendment”), Level 3 Communications, L.L.C. (Level 3), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the “Parties”, hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 (“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 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

WHEREAS, the Parties enter into this Amendment without prejudice to any position they may take, or have taken, with respect to similar future agreements between the Parties; 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 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.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Georgia only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Georgia.

4. 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.
5. This Amendment shall be shall be deemed effective on March 11, 2006 ("Effective Date").
6. All of the other provisions of the Agreement shall remain in full force and effect.
7. Either or both of the Parties are authorized to submit this Amendment to the Georgia Public Service Commission 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. ShoreName: Kristen E. ShoreTitle: DirectorDate: 12/14/06**Level 3 Communications, L.L.C.**By: Andrew L. GanasasName: Andrew L. GanasasTitle: Vice PresidentDate: 12/8/06

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[CCCS Amendment 3 of 38]

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 Level 3 for a particular End User when Level 3: (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 Level 3 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 Level 3 or transitioned by Level 3, 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 Level 3 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 Level 3’s Embedded Base and Level 3 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 Level 3’s

Embedded Base of Local Switching equal to the rates set forth in Exhibit A of Attachment 2 of the Agreement plus one dollar.

- 1.2.5 Level 3 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 Level 3 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 Level 3'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 Level 3 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 Level 3's Embedded Base and Level 3 shall not place new orders for UNE-P pursuant to this Agreement.

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- 2.3.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of UNE-P equal to the rates set forth in Exhibit A of Attachment 2 of the Agreement plus one dollar.
- 2.3.5 Level 3 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 Level 3 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 Level 3'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 Level 3 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 Level 3 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 Level 3 at any single building in which DS1 Loops are available as unbundled loops. Level 3 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 Level 3'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 Level 3's Embedded Base and Level 3's Excess DS1 and DS3 Loops equal to 115% of the rates for such DS1 and DS3 Loops set forth in Exhibit A of Attachment 2 of the Agreement.
- 3.4.9 The Transition Period shall apply only to (1) Level 3's Embedded Base and (2) Level 3's Excess DS1 and DS3 Loops. Level 3 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, Level 3 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 Level 3 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 Level 3'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 Exhibit A of Attachment 2 of the Agreement.
- 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

- 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

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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 Level 3 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 Level 3 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 Level 3 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 Level 3's Embedded Base of Dark Fiber Loops equal to 115% of the rate for such Dark Fiber Loops set forth in Exhibit A of Attachment 2 of the Agreement.
- 4.2.5 The Transition Period shall apply only to Level 3's Embedded Base and Level 3 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 Level 3 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 Level 3 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 Level 3'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 Exhibit A of Attachment 2 of the Agreement.
- 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

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- 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 Level 3, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Level 3. 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 Level 3 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 Level 3 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 Level 3 as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 5.2.4 Level 3 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 Level 3 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.
- 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 Level 3'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 <Level 3'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 Level 3's Embedded Base of DS1 and DS3 Dedicated Transport and for Level 3'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 Exhibit A of Attachment 2 of the Agreement.
- 5.2.9.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base Entrance Facilities as set forth in Exhibit A of Attachment 2 of the Agreement.
- 5.2.10 The Transition Period shall apply only to (1) Level 3's Embedded Base and Embedded Base Entrance Facilities; and (2) Level 3's Excess DS1 and DS3 Dedicated Transport. Level 3 shall not add new Entrance Facilities pursuant to this Agreement. Further, Level 3 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.
- 5.2.13 No later than March 11, 2006 or some other mutually agreed upon date Level 3 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,

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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 Level 3 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 Level 3'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 Exhibit A of Attachment 2 of the Agreement.
- 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 Level 3 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 Level 3'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 Exhibit A of Attachment 2 of the Agreement.
- 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 Level 3 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 Level 3'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 Level 3'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 Exhibit A of Attachment 2 of the Agreement.
- 6.1.7 The Transition Period shall apply only to Level 3's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Level 3 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, Level 3 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 Level 3 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 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 Level 3 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 Level 3'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 Exhibit A of Attachment 2 of the Agreement.

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- 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, Level 3 shall undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Level 3 self-certifies that to the best of Level 3’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 Level 3’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, Level 3 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) Level 3 converts existing UNEs to other services or orders new services as services other than UNEs, (3) Level 3 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 designated such wire center as non-impaired, such wire center did not meet the FCC’s non-impairment criteria, then upon request of Level 3, 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 Level 3 the difference between the rate paid by Level 3 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 Level 3 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 Exhibit A of Attachment 2 of the Agreement.
- 12.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Level 3 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 Level 3 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 Level 3'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 Exhibit A of Attachment 2 of the Agreement.
- 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

- 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 Level 3 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 Exhibit A of Attachment 2 of the Agreement.
- 13.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Level 3 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 Level 3 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 Level 3'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 Exhibit A of Attachment 2 of the Agreement.
- 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 Level 3 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 Exhibit A of Attachment 2 of the Agreement.
- 14.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Level 3 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 Level 3 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 Level 3'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 Exhibit A of Attachment 2 of the Agreement.
- 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, Level 3 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 Level 3 has in place any such Arrangements after the Effective Date of this Agreement, this amendment shall serve as BellSouth's written notice to Level 3 that Level 3 has thirty (30) days to transition all DS1 Local Switching and UNE-P arrangements and sixty (60) days to transition all other Arrangements. If Level 3 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 Exhibit A of Attachment 2 of the Agreement.
- 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)?

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 Level 3 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. Level 3 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 Exhibit A of Attachment 2 of the Agreement, 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 Level 3 pursuant to this Agreement, or convert a Network Element or Combination that is available to Level 3 under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge 115% of the switch-as-is rate set forth in Exhibit A of Attachment 2 of the Agreement 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, Level 3 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, Level 3 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 Level 3’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 Level 3’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 Level 3 purchases a whole loop and provides the splitter to provide voice and data services through an arrangement with 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 Level 3 being either the Voice CLEC or Data CLEC.
- 18.2 Line Splitting – UNE-L. In the event Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, 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 Level 3 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 Level 3 to utilize Line Splitting. BellSouth shall charge the applicable line splitting rates set forth in Exhibit A of Attachment 2 of the Agreement.
- 18.4 Level 3 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 Level 3 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 Level 3 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 Level 3 or its authorized agent may purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

18.6.2 Any splitters installed by Level 3 or its authorized agent in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 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 **Level 3** provides the splitter when providing Line Splitting with UNE-L. When Level 3 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 Level 3 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 Level 3 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. Level 3 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.

19.2 Technical Requirements

19.2.1 BellSouth's 911 database vendor shall provide Level 3 the capability of providing updates to the ALI/DMS database through a specified electronic interface. Level 3 shall contact BellSouth's 911 database vendor directly to request interface. Level 3 shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Level 3 and BellSouth shall not be liable for the transactions between Level 3 and BellSouth's 911 database vendor.

19.2.2 It is Level 3'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 Level 3 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 Level 3, 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 Level 3 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 Level 3 that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Level 3 shall review the Stranded Unlock report, identify its End User records and request to either delete

such records or migrate the records to Level 3 within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Level 3 shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Level 3'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 Level 3 to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the Level 3 PBX 911 End User station telephone number for the 911 call that is placed by the End User.
- 19.3.2 Level 3 may order either the database capability or the transport component as desired or Level 3 may order both components of the service.
- 19.3.3 911 PBX Locate Database Capability. Level 3's End User or Level 3'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 Level 3 pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 19.3.5 Level 3's End User, or Level 3'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 Level 3 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. Level 3 should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Level 3's End User, or Level 3's End User DMA under the terms of 911 PBX Locate product.
- 19.3.6 Level 3 must provision all PBX station numbers in the same LATA as the E911 tandem.
- 19.3.7 Level 3 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 Level 3'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 Level 3 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. Level 3 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 Level 3's End User or DMA pursuant to these terms. Specifically, Level 3'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 Level 3 may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Level 3'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 Level 3 to order a CAMA type dedicated trunk from Level 3'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 Level 3'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. Level 3 is responsible for connectivity between the End User's PBX and Level 3's switch or POP location. Level 3 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 Level 3 purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Level 3 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 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.
- 19.3.11 Ordering and Provisioning. Level 3 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.

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- 19.3.12 Testing and maintenance shall be provided by Level 3 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 Level 3 pursuant to the terms and conditions set forth in Attachment 3.

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 on 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 Level 3 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 make all routine network modifications to unbundled loop and transport facilities used by Level 3 at Level 3'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 Level 3.

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 Exhibit A of Attachment 2 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 9 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 Exhibit A 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 Level 3. 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?

EELs Audit provisions

- 24.1 BellSouth may, on an annual basis audit Level 3'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 Level 3 stating its concern that Level 3 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 Level 3 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 Level 3 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 Level 3'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 Level 3 complied in all material respects with the applicable service eligibility criteria. Consistent with standard

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auditing practices, such audits require compliance testing designed by the independent auditor.

24.3 To the extent the independent auditor's report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 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 Level 3 failed to comply in all material respects with the service eligibility criteria, Level 3 shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 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. Level 3 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 Level 3 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 Level 3 requests a UCSL and it is not available, Level 3 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 Level 3, 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 Level 3's use on this cross-connect panel. Level 3 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, Level 3 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. Level 3'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 Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3'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/unec.html.

- 27.2.9 The site set-up must be completed before Level 3 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 Level 3'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, Level 3 will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 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 Level 3 does own or control such wiring, Level 3 will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Level 3.

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- 27.3.2.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Level 3 for each pair activated commensurate to the price specified in Level 3'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 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 Level 3 for Level 3'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 C 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 Level 3 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 Level 3 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 Exhibit A of Attachment 2 of the Agreement.

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- 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 Exhibit A of Attachment 2 of the Agreement.
- 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 Exhibit A of Attachment 2 of the Agreement.
- 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 Level 3 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. Level 3 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 TI .601.
- 28.3.9 BellSouth will provide Loop Modification to Level 3 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 Level 3 requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Level 3 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 Level 3 desires to continue providing xDSL service on such Loop, Level 3 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 Level 3 purchases the full stand-alone Loop, Level 3 may elect the type of Loop it will purchase. Level 3 will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A of Attachment 2 of the Agreement. In the event Level 3 purchases a voice grade Loop, Level 3 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 Level 3 with access to the High Frequency Spectrum as follows:
- 28.3.12.1 To order High Frequency Spectrum on a particular Loop, Level 3 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 Level 3 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 Level 3'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 Level 3 in a central office in which Level 3 is located, Level 3 shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Level 3 shall pay the electronic or manual ordering charges, as set forth in Exhibit A of Attachment 2 of the Agreement, as applicable when Level 3 orders High Frequency Spectrum for End User service.
- 28.3.12.4 Once BellSouth has placed cross-connects on behalf of Level 3 to provide Level 3 access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, Level 3 may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Level 3's cable pairs or splitter ports after BellSouth has placed cross-connection to provide Level 3 access to the High Frequency Spectrum. BellSouth shall bill and Level 3 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 Level 3 access to data ports on the splitter. The splitter will route the High

Frequency Spectrum on the circuit to Level 3's xDSL equipment in Level 3's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide Level 3 with a carrier notification letter, informing Level 3 of change. Level 3 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 Level 3's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Level 3'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 Level 3 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 Level 3 DS0 at such time that a Level 3 End User's service is established.
- 28.3.15 CLEC Provided Splitter – Line Sharing. Level 3 may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 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 Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 28.3.17 Ordering – Line Sharing. Level 3 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 Level 3 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 Level 3's data.
- 28.3.21 BellSouth will provide Level 3 access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Level 3 shall

pay the rates for such services, as described in Exhibit B of this Amendment.

- 28.3.22 Maintenance and Repair - Line Sharing. Level 3 shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Level 3 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. Level 3 will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.
- 28.3.23 Level 3 shall inform its End Users to direct data problems to Level 3, unless both voice and data services are impaired, in which event Level 3 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 Level 3 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 Level 3, BellSouth will charge Level 3 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: 2 Exh 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	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																				
	271 - 4-Wire DS1 Digital Loop - Zone 1								85.97	211.72	72.42	38.20	7.19							
	271 - 4-Wire DS1 Digital Loop - Zone 2								81.27	211.72	72.42	38.20	7.19							
	271 - 4-Wire DS1 Digital Loop - Zone 3								128.28	211.72	72.42	38.20	7.19							
COMMINGLING																				
COMMINGLING (Loop as part of a multi-bandwidth commingling arrangement)																				
	4-Wire DS1 Digital Loop - Zone 1								85.97	211.72	72.42	38.20	7.19							
	4-Wire DS1 Digital Loop - Zone 2								81.27	211.72	72.42	38.20	7.19							
	4-Wire DS1 Digital Loop - Zone 3								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																				
	Line Sharing Splitter, per System 96 Line Capacity w/o test jack (E:10/2/2006)						ULS	ULSDA	117.18	243.66	0.00	90.11	0.00							
	Line Sharing Splitter, per System 24 Line Capacity w/o test jack (E:10/2/2006)						ULS	ULSDB	29.30	243.66	0.00	90.11	0.00							
	Line Sharing Splitter, Per System, 8 Line Capacity w/o test jack (E:10/2/2006)						ULS	ULSD8	9.77	243.66	0.00	90.11	0.00							
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																				
	Line Sharing - per Line Activation (BST Owned splitter) (E:10/2/2006)						ULS	ULSDT	6.50	24.53	0.00	12.26	0.00							
	Line Sharing - per Subsequent Activity per Line Rearrangement (BST Owned Splitter) (E:10/2/2006)						ULS	ULSDS		48.91	17.86	22.87	2.28							
Loop Modification																				
	Unbundled Loop Modification -- Load Coil/Equipment Removal (E:10/2/2006)						ULS	ULM2L		29.97										
	Unbundled Loop Modification -- Bridged Tap Removal (E:10/2/2006)						ULS	ULMBT		68.11										
MAINTENANCE																				
	No Trouble Found - per 1/2 hour increments - Basic									80.00	0.00									
	No Trouble Found - per 1/2 hour increments - Overtime									120.00	0.00									
	No Trouble Found - per 1/2 hour increments - Premium									160.00	0.00									
GA 271																				
	DS1 Interoffice Channel Facility Termination (271 standalone)								44.04	110.92	80.20	31.33	21.71							
	DS1 Interoffice Channel per mile (271 standalone)								0.1417											
	DS3 Interoffice Channel Facility Termination (271 standalone)								440.53	320.16	86.24	66.71	52.76							
	DS3 Interoffice Channel per mile (271 standalone)								3.11											
	DS3 Local Loop Facility Termination (271 standalone)								323.53	1,751.51	131.77	112.80	75.81							
	DS3 Local Loop per mile (271 standalone)								13.47											
	DS1 Interoffice Channel Facility Termination (271 part combination)								44.04	110.92	80.20	31.33	21.71							
	DS1 Interoffice Channel per mile (271 part in combination)								0.1417											
	DS3 Interoffice Channel Facility Termination (271 part in combination)								440.53	320.16	86.24	66.71	52.76							
	DS3 Interoffice Channel per mile (271 part in combination)								3.11											
	DS3/DS1 Channel System (271 part in combination)								157.48	0.00	0.00	0.00	0.00							
	DS3 Local Loop Facility Termination (271 part in combination)								323.53	1,751.51	131.77	112.80	75.81							
	DS3 Local Loop per mile (271 part in combination)								13.47											
	DS1 Local Loop in combination (271 part in combination)								85.97	209.25	70.37	37.87	6.86							
	DS1 Local Loop in combination (271 part in combination)								81.27	209.25	70.37	37.87	6.86							
	DS1 Local Loop in combination (271 part in combination)								128.28	209.25	70.37	37.87	6.86							
	DS1 COCI (271 part in combination)								9.50	27.30	2.90	16.85	1.04							

**AMENDMENT
TO THE
AGREEMENT BETWEEN
Level 3 Communications, L.L.C.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED June 23, 2004**

Pursuant to this Amendment, (the “Amendment”), Level 3 Communications, L.L.C. (“Level 3”), and BellSouth Telecommunications, Inc. (“BellSouth”), hereinafter referred to collectively as the “Parties”, hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 (“Agreement”).

WHEREAS, on July 25, 2006, the Louisiana Public Service Commission (“Commission”) issued its Order in Docket No. U-28356 (“Order”), Petition Regarding the Establishment of a Generic Proceeding on Change of Law and Nondiscriminatory Pricing for UNEs; and

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Commission’s Order; and

WHEREAS, the Parties enter into this Amendment without prejudice to any position they may take, or have taken, with respect to similar future agreements between the Parties; 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 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 Louisiana only.
2. 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 Louisiana only.
3. 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 Louisiana.
4. 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 Louisiana Public Service Commission's Orders.
5. This Amendment shall be deemed effective on March 11, 2006 (“Effective Date”).
6. All of the other provisions of the Agreement shall remain in full force and effect.

7. Either or both of the Parties are authorized to submit this Amendment to the Louisiana Public Service Commission 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. ShoreName: Kristen E. ShoreTitle: DirectorDate: 4/24/07**Level 3 Communications, L.L.C.**By: Andrea L. GaudesName: Andrea L. GaudesTitle: Vice PresidentDate: 4/19/07

Version: LA COL Amendment
08/23/06

1. Transition for DS1 and DS3 Loops

- 1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2.
- 1.3 Excess DS1 and DS3 Loops are those Level 3 DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively.
 - 1.3.1 Level 3 may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which such Loops are still subject to unbundling requirements.
 - 1.3.2 Level 3 may obtain a maximum of one (1) Unbundled DS3 Loop to any single building in which such Loops are still subject to unbundling requirements.
- 1.4 Level 3 may obtain access to the following:
 - 1.4.1 Unbundled DS1 Loops to any Building not served by a wire center with at least 60,000 Business Lines and four (4) or more fiber-based collocators.
 - 1.4.2 Unbundled DS3 Loops to any Building not served by a wire center with at least 38,000 Business Lines and four (4) or more fiber-based collocators.
- 1.5 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Carrier Notification Letter SN91086185, which is available on BellSouth's Interconnection Web site.
- 1.6 Transition Period Pricing. From March 11, 2005, through the expiration of the Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base and Level 3's Excess DS1 and DS3 Loops equal to 115% of the rate paid for that element on June 15, 2004.
 - 1.6.1 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.
- 1.7 If Level 3 failed to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to nonrecurring switch-as-is charge as set forth in Exhibit

A to Attachment 2 of the Agreement.

- 1.7.1 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

2. Dark Fiber Loop

- 2.1 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 Level 3 to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

- 2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for Level 3 as of March 11, 2005 and/or added during the Transition Period as pursuant to Commission Order.
- 2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for Level 3 at the terms and conditions set forth in this Attachment.
- 2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of Dark Fiber Loops equal to 115% of the rate paid for that element on June 15, 2004.
- 2.2.4.1 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.
- 2.2.4.2 The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not add new Dark Fiber Loops pursuant to this Agreement.
- 2.2.5 Effective September 11, 2006, Dark Fiber Loops shall no longer be made available pursuant to this Agreement.
- 2.2.6 Level 3 shall strive to provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or

converted to other BellSouth services. Level 3 may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 14, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops.

- 2.2.6.1 If Level 3 submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no disconnect charges.
- 2.2.6.2 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify Level 3's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to a non-recurring switch-as-is charge as set forth in Exhibit A to Attachment 2 of the Agreement.
- 2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

3. Local Switching

- 3.1 Local Switching is not available pursuant to this Agreement.

4. UNE-P

- 4.1 UNE-P is DS0 Local Switching, in combination with a Loop and Common (Shared) Transport used to provide 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.
- 4.2 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.
- 4.3 Transition Period for UNE-P
- 4.3.1 For purposes of this Section 4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 4.3.2 For purposes of this Section 4.3, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction with UNE-P (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), that were in service for Level

3 as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order. Subsequent disconnects and/or loss of End Users shall be removed from the Embedded Base.

4.3.3 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base of Local Switching equal to the rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar.

4.3.3.1 These rates shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement and this Section 4.3.3.

4.3.4 If Level 3 failed to submit orders or spreadsheets converting all of the Embedded Base of UNE-P on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1 to the Agreement. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to a non-recurring switch-as-is charge as set forth in Exhibit A to Attachment 2 of the Agreement.

4.3.5 For Embedded Base UNE-P converted or transitioned, the applicable recurring tariff charges shall apply as of March 11, 2006. The transition of the Embedded Base should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

4.3.6 As of March 11, 2006, UNE-P was no longer required to be made available pursuant to this Agreement.

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 Level 3, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Level 3. 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 Level 3 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 Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 5.2.5.1 or 5.2.5.2 below.
- 5.2.3 For purposes of this Section 5.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Level 3 as of March 11, 2005.
- 5.2.4 For purposes of this Section 5.2, Excess DS1 and DS3 Dedicated Transport means those Level 3 DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 5.2.5.3.
- 5.2.5 Level 3 may obtain access to the following:
- 5.2.5.1 DS1 Transport except on routes connecting a pair of wire centers, where both wire centers contain at least four (4) fiber-based collocators or at least 38,000 Business access lines.
- 5.2.5.2 DS3 Transport except on routes connecting a pair of wire centers, each of which contains at least three (3) fiber-based collocators or at least 24,000 Business access lines.
- 5.2.5.3 Level 3 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.
- 5.2.6 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Sections 5.2.5.1 and 5.2.5.2 above is set forth in Carrier Notification Letter SN91086185, which is available on BellSouth's Interconnection Web site.
- 5.2.7 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base of DS1 and DS3 Dedicated Transport and for Level 3's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, equal to 115% of the rate paid for that element on June 15, 2004.
- 5.2.7.1 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.7.
- 5.2.7.2 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.7.
- 5.2.8 If Level 3 failed to submit the spreadsheet(s) identifying its Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base DS1 and DS3

Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to a non-recurring switch-as-is charge as set forth in Exhibit A to Attachment 2 of the Agreement.

5.2.9 For Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

5.3 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 5.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

5.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

5.3.2 For purposes of this Section 5.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

5.3.3 For purposes of this Section 5.3, Embedded Base means Dark Fiber Transport that was in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.5 below.

5.3.4 For purposes of this Section 5.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.5 below.

5.3.5 Level 3 may obtain access to the following:

5.3.5.1 Dark Fiber Transport except on routes connecting a pair of wire centers, each of which contains at least three (3) fiber-based collocators or 24,000 Business access lines.

5.3.6 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Sections 5.2.5.1 and 5.2.5.2 above is set forth in Carrier Notification Letter SN91086185, which is available on BellSouth's Interconnection Web site.

5.3.7 Transition Period Pricing. From March 11, 2005, through the completion of the

Transition Period, BellSouth shall charge/collect a rate for Level 3's Embedded Base of Dark Fiber and Embedded Base Dark Fiber Entrance Facilities equal to 115% of the rate paid for that element on June 15, 2004.

- 5.3.7.1 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.3.7.
- 5.3.8 No later than September 10, 2006 Level 3 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 BellSouth services as Conversions pursuant to Section 14. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.
- 5.3.9 If Level 3 submits the spreadsheets specified in Section 5.3.8 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.
- 5.3.10 If Level 3 fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) subject to a non-recurring switch-as-is charge as set forth in Exhibit A to Attachment 2 of the Agreement.
- 5.3.11 For Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 6. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Level 3 shall undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Level 3 self-certifies that to the best of Level 3's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Level 3's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. If BellSouth prevails in such dispute resolution proceeding, Level 3 shall be liable to BellSouth for the difference between the rate for the equivalent BellSouth alternative arrangement and the self certified UNE. If it is determined that Level

3 submitted the order in bad faith, then BellSouth may charge interest on such rate differential.

7. BellSouth will not accept UNE orders for de-listed high capacity Loops or Dedicated Transport elements, as applicable, in the wire centers set forth on the Initial Unimpaired Wire Center List.

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?

8. (i) Business Line

- 8.1 For purposes of this Attachment 2, a “Business Line” is, as defined in 47 C.F.R. § 51.5, and shall include all UNE Loop lines and digital access lines at full capacity.

8.2 (ii) Fiber-Based Collocation

- 8.2.1 For purposes of this Attachment 2 a “Fiber-Based Collocator” is, as defined in 47 C.F.R. § 51.5.

8.3 (iii) Building

- 8.3.1 For purposes of this Attachment 2, the definition of a “Building” is to be determined from a “reasonable person” perspective, but within the context of the telecommunications industry, taking into account the FCC’s purpose and rationale behind its current rules.

8.4 (iv) Route

- 8.4.1 For purposes of this Attachment 2, a “Route” is, as defined in 47 C.F.R. §. 51.319(e).

Issue 6 – Are HDSL–capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?

9. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop which 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.
10. 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 1 above, DS1 Loops include 2-wire and 4-wire HDSL-Compatible Loops to which

the necessary electronics have been added to provide service speeds of 1.544 megabytes per second.

Issue 10 – Transition of De-listed 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 centers that do not meet the FCC’s non-impairment standards at this time, but that meet such standards in the future?

11. Except to the extent expressly provided otherwise in this Attachment, Level 3 may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Amendment (collectively “Arrangements”). In the event BellSouth determines that Level 3 has in place any Arrangements after the Effective Date of this Amendment, BellSouth will provide Level 3 with written notice identifying the specific Arrangement(s) which must be converted or disconnected. Level 3 shall have thirty (30) days from the date of the notice to submit orders to disconnect or convert the Arrangements. Those circuits to be converted to other BellSouth services shall be subject to nonrecurring charges associated with that conversion. If Level 3 disputes BellSouth’s identification of Arrangement(s) to be disconnected or converted, Level 3 shall send written notice of its dispute within thirty (30) days of BellSouth’s notice. BellSouth shall not disconnect the disputed Arrangement(s) while the dispute is being resolved. If the Parties are unable to reach a voluntary resolution of the dispute, they may petition the Commission for assistance. If Level 3 does not dispute BellSouth’s claims or fails to submit orders to disconnect or convert such Arrangements within the established thirty (30)day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the full nonrecurring charges for installation of the equivalent tariffed BellSouth services(s) as set forth in BellSouth’s tariffs. The applicable recurring tariff charges shall apply to each circuit upon conversion.

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

- 12.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Unimpaired Criteria in the Future
- 12.2 The Parties acknowledge that the Commission is currently establishing a process by which future wire center designations will be handled, including approval by the Commission (the “Wire Center Designation Process”). The Parties agree that once the Wire Center Designation Process is approved by the Commission, unless the Commission orders otherwise, the Parties shall amend the Agreement to incorporate the new Wire Center Designation Process and it shall apply and be effective between the Parties for the state of Louisiana only, as of the effective date established by the Commission, or as otherwise set forth in the amendment incorporating the Wire Center Designation Process. Until such Wire Center Designation Process is approved by the Commission, the procedures that shall apply to BellSouth’s future unimpaired wire center designations shall be governed by the process set forth in Section 12.3 below.
- 12.3 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 5.2.5.1 (DS1 transport) and 5.2.5.2 (DS3 transport) but that were not included in the Initial unimpaired Wire Center List adopted by the Commission, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a “Subsequent Wire Center List.” Level 3 shall have thirty (30) days to dispute the additional wire centers listed on BellSouth’s CNL.
- 12.3.1 Unless otherwise ordered by the Commission, effective thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops or DS1 and/or DS3 Transport, as applicable, in such additional wire center(s).
- 12.3.2 BellSouth shall make available DS1 and DS3 Loops and Transport that were in service for Level 3 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 ninety (90) days after the tenth (10th) business day from the date of BellSouth’s CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 12.3.3 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 12.3.4 The rates that shall apply to the Subsequent Embedded Base during the Subsequent Transition Period shall be as set forth in Sections 1.6 (DS1 and DS3 loops), 5.2.7 (DS1 and DS3 Transport).
- 12.3.5 No later than forty (40) days from BellSouth’s CNL identifying the Subsequent Wire Center List, Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

- 12.3.5.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 12.3.5 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 Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to a non-recurring switch-as-is charge as set forth in Exhibit A to Attachment 2 of the Agreement.
- 12.3.5.2 For Subsequent Embedded Base circuits converted pursuant to Section 12.3.5 above or transitioned pursuant to Section 12.3.5.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 12.3.6 Dark Fiber Transport in Wire Centers that Meet the TRRO Unimpaired Criteria in the Future
- 12.3.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.3.5 above, but that were not included in the Initial unimpaired Wire Center List adopted by the Commission, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 12.3.6.2 Effective thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle Dark Fiber Transport, as applicable, in such additional wire center(s).
- 12.3.6.3 BellSouth shall make available Dark Fiber Transport that were in service for Level 3 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 ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 12.3.6.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 12.3.6.5 The rates that shall apply to the Subsequent Embedded Base during the Subsequent Transition Period shall be as set forth in Section 5.2.7 (Dark Fiber Transport).
- 12.3.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 12.3.6.6.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 12.3.6.7 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 Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to a nonrecurring switch-as-is charge as set forth in Exhibit A to Attachment 2 of the Agreement.

- 12.3.6.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 12.3.6.7 above or transitioned pursuant to Section 12.3.6.7.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 12.3.6.7 In the event that (1) BellSouth designates a wire center as unimpaired, (2) Level 3 converts existing UNEs to other services or orders new services as services other than UNEs, (3) Level 3 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 designated such wire center as unimpaired, such wire center did not meet the FCC's unimpairment criteria, then upon request of Level 3, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as unimpaired. In such instances, BellSouth shall refund Level 3 the difference between the rate paid by Level 3 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.

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)?

13. Commingling of Services

- 13.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Level 3 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. The wholesale services that can be commingled with Network Elements or a Combination include network elements required to be unbundled under Section 271. However, BellSouth will not commingle Section 271 elements with Network Elements or Combinations pursuant to this Agreement.
- 13.2 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.

- 13.3 Unless expressly prohibited by the terms of this Attachment, BellSouth shall permit Level 3 to Commingle an Unbundled Network Element or a Combination of unbundled Network Elements with wholesale services obtained from BellSouth, services obtained from third parties or facilities provided by Level 3. For purposes of example only, Level 3 may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with wholesale services including switched and special access services, or services purchased under resale arrangements with BellSouth.
- 13.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth by separate agreement.
- 13.5 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the 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.
- 13.6 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 2. The charges shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement.

Issue 15 – Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so, what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

14. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services
- 14.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit B. 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 Level 3. 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

will 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.

- 14.2 Any outstanding conversions shall be effective on or after the effective date of this Agreement.

Issue 19 - LINE SPLITTING: What is the appropriate ICA language to implement BellSouth's obligations with regard to line splitting?

15. Line Splitting

- 15.1 Line splitting shall mean that Level 3 purchases a whole Loop and provides the splitter to provide voice and data services through an arrangement with a third party CLEC, who is either the provider of data services (a Data LEC) or the provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

- 15.2 Line Splitting – UNE-L. In the event Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Space at the central office where the Loop terminates into a distribution frame or its equivalent.

15.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

- 15.2.1.1 Level 3 provides the splitter when providing Line Splitting with UNE-L. When Level 3 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.
- 15.2.1.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 15.3 To order Line Splitting utilizing UNE-L, Level 3 or its authorized agent must have a DSLAM collocated in the central office that serves the End User of such Loop.
- 15.3.1 Level 3 or its authorized agent may purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the high frequency spectrum of the UNE-L. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.
- 15.3.2 Any splitters installed by Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may install any splitters that BellSouth deploys or permits to be deployed for itself or

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any BellSouth affiliate.

15.4 Maintenance – Line Splitting – UNE-L

15.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

15.5 Indemnification

15.5.1 Level 3 shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, and costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Level 3), 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?

16. Call Related Databases and Signaling

16.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunication Service. Notwithstanding anything to the contrary herein, BellSouth shall not provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement.

17. 911 and E911 Databases

17.1 BellSouth shall provide Level 3 with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

17.2 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. Level 3 will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 17.3.1 below.

17.3 Technical Requirements

17.3.1 BellSouth's 911 database vendor shall provide Level 3 the capability of providing updates to the ALI/DMS database through a specified electronic interface. Level 3 shall contact BellSouth's 911 database vendor directly to request interface. Level 3 shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Level 3 and BellSouth shall not be liable for the transactions between Level 3 and BellSouth's 911 database vendor.

17.3.2 It is Level 3's responsibility to retrieve and confirm statistical data and to correct

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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.

- 17.3.3 Level 3 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.
- 17.3.4 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 Level 3, 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 Level 3 to assume responsibility for such records.
- 17.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Level 3 that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Level 3 shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Level 3 within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Level 3 shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Level 3's records.
- 17.4 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 17.5 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
- 17.6 The database capability allows Level 3 to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the Level 3 PBX 911 End User station telephone number for the 911 call that is placed by the End User.
- 17.7 Level 3 may order either the database capability or the transport component as desired or Level 3 may order both components of the service.
- 17.8 911 PBX Locate Database Capability. Level 3's End User or Level 3'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.
- 17.9 Ordering, provisioning, testing and maintenance shall be provided by Level 3 pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

- 17.10 Level 3's End User, or Level 3'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 Level 3 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. Level 3 should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Level 3's End User, or Level 3's End User DMA under the terms of 911 PBX Locate product.
- 17.11 Level 3 must provision all PBX station numbers in the same LATA as the E911 tandem.
- 17.12 Level 3 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 Level 3'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 Level 3 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 willful misconduct. Level 3 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 Level 3's End User or DMA pursuant to these terms. Specifically, Level 3'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.
- 17.13 Level 3 may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Level 3's End Users' telephone numbers for which it has direct management authority.
- 17.14 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Level 3 to order a CAMA type dedicated trunk from Level 3's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 17.15 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Level 3'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. Level 3 is responsible for connectivity between the End User's PBX and Level 3's switch or POP location. Level 3 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 Level 3 purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Level 3 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 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

- 17.16 Ordering and Provisioning. Level 3 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.
- 17.17 Testing and maintenance shall be provided by Level 3 pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 17.18 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 Level 3 pursuant to the terms and conditions set forth in Attachment 3 of the Agreement.

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 on this obligation?

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?

- 18. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an customer'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).
- 19. 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 customer'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 customer's premises.

20. Greenfield Requirements: 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 predominately residential regardless of the ownership of the inside wiring from the MPOE to each customer's in the MDU.
- 20.1 Overbuild Requirements: In FTTH/FTTC overbuild situations where Bellsouth also has copper loops, BellSouth will make those copper loops available to CLEC on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper loops must comply with Applicable Law.
- 20.2 DS1/DS3 Requirements: Notwithstanding the above, nothing in this Section shall limit BellSouth's obligation to offer CLECs unbundled DS1 and DS3 loops (or loop/transport combination) in any wire center where BellSouth is required to provide such loop facilities.

Issue 24 - What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?

21. Hybrid loops are defined in the federal rules at 47 CFR §51.319(a)(2) as local loops, 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 Level 3 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 customer's premises, but BellSouth is not required to provide access to the packet switched features, functions and capabilities of its hybrid loops.
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. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A to Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge.
- 22.2 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 9 to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being an RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case

basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Level 3, BellSouth will perform the RNM.

- 22.3 To the extent BellSouth claims that any charge is due for any requested RNM and Level 3 disputes such charge, BellSouth will file a rate application and supporting documentation with the Commission for approval.

23. Line Conditioning

- 23.1 Definition: Line Conditioning is defined as the removal from a copper Loop or copper Subloop of any device that could diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridges taps, load coils, low pass filters, and range extenders.

- 23.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

- 23.3 Any copper loop being ordered by Level 3 which has over 6,000 feet of combined bridged tap will be modified, upon request from Level 3, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Level 3. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A to Attachment 2 of the Agreement.

- 23.4 Level 3 may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

- 23.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit A to Attachment 2 of the Agreement.

- 23.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered

- 23.7 If Level 3 requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Level 3 will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

- 23.8 Level 3 will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Level 3 desires BellSouth to condition.

- 23.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Level 3, Level 3 will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Level 3 is available at the location for which the ULM was requested, Level 3 will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Level 3 will not be charged for ULM but will only be charged the service order charges for submitting an order.

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 Level 3'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 shall send a written Notice of Audit to Level 3 stating its concern that Level 3 is not complying with the service eligibility requirements. Such Notice of Audit will be delivered to Level 3 no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit and shall include a listing of the circuits for which BellSouth alleges noncompliance, including all supporting documentation and a list of three auditors from which Level 3 may choose one to conduct the audit.
- 24.2 The auditor selected shall be an independent third party retained and paid for by BellSouth. 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 Level 3'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 Level 3 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 Level 3 failed to comply with the service eligibility criteria, Level 3 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 Level 3 failed to comply in all material respects with the service eligibility criteria, Level 3 shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 will maintain appropriate documentation to support its certifications.

25. Level 3 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 Level 3 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 Level 3 requests a UCSL and it is not available, Level 3 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 Level 3, 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 Level 3's use on this cross-connect panel. Level 3 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, Level 3 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. Level 3'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 Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3'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/unes.html.
- 27.2.9 The site set-up must be completed before Level 3 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 Level 3'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, Level 3 will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 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.
- 27.3.2 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.

27.3.3 Requirements

27.3.3.1 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.

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

27.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Level 3 does own or control such wiring, Level 3 will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Level 3.

27.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.

27.3.3.5 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.

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

27.3.3.7 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.

- 27.3.3.8 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.
- 27.3.3.9 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).
- 27.3.3.10 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 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.

UNBUNDLED NETWORK ELEMENTS - Louisiana													Att: 1 Exh: 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	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.inter																
UNE LOOP COMMINGLING																
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		14.93	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2		25.35	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2		50.46	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2		14.93	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2		25.35	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2		50.46	102.10	65.72						
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO			87.59	36.30						
		Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL			11.20	1.10						
4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4		30.81	127.40	91.02						
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4		38.32	127.40	91.02						
		4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4		60.39	127.40	91.02						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES1			24.98	3.52						
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO			87.59	36.30						
4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX		85.70	245.16	152.98						
		4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX		194.96	245.16	152.98						
		4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX		491.94	245.16	152.98						
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO			100.93	42.98						
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X		30.99	121.86	85.48						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X		36.78	121.86	85.48						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X		38.92	121.86	85.48						
		4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X		30.99	121.86	85.48						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X		36.78	121.86	85.48						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X		38.92	121.86	85.48						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X		30.99	121.86	85.48						
		5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X		36.78	121.86	85.48						
		6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X		38.92	121.86	85.48						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19		30.99	121.86	85.48						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19		36.78	121.86	85.48						

UNBUNDLED NETWORK ELEMENTS - Louisiana												Att: 1 Exh: 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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	38.92	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	30.99	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	36.78	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	38.92	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	30.99	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	36.78	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	38.92	121.86	85.48							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.97	49.67							
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCOD1	OCOSL		17.56								
UNBUNDLED DEDICATED TRANSPORT															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013									
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.60	39.36	26.62							
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.013									
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.60	39.36	26.62							
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013									
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.81	39.36	26.62							
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.013									
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.61	39.36	26.62							
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.013									
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.61	39.36	26.62							
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.2652									
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	70.47	86.69	79.44							
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	6.04									
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	850.45	270.69	158.05							
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	6.04									
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	830.19	270.69	158.05							
UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.28									
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		620.60	133.88							
HIGH CAPACITY UNBUNDLED LOCAL LOOP															
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.04									
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	362.34	438.46	256.30							
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	10.04									

UNBUNDLED NETWORK ELEMENTS - Louisiana														Att: 1 Exh: 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	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	374.56	438.46	256.30							
ENHANCED EXTENDED LINK (EELs)															
	Network Elements Used in Combinations														
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09							
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09							
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09							
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09							
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09							
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09							
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.09	94.21	45.09							
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	35.28	94.21	45.09							
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	65.18	94.21	45.09							
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09							
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09							
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09							
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09							
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09							
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09							
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89							
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89							
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89							
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.04									
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	362.34	188.45	125.51							
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	10.04									
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	374.56	188.45	125.51							
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.013									
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	22.60	72.60	41.75							
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.013									
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	19.81	72.60	41.75							
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.013									
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	15.61	72.60	41.75							
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.013									
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.61	72.60	41.75							

UNBUNDLED NETWORK ELEMENTS - Louisiana												Att: 1 Exh: 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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.2652									
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	70.47	143.58	103.88							
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	6.04									
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	850.45	296.68	121.16							
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	6.04									
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	830.19	296.68	121.16							
ADDITIONAL NETWORK ELEMENTS															
Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00					
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00					
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.65	23.79	1.97	0.77					
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.78	7.66	0.7263	0.00					
	DS1/DS0 Channel System			UNC1X	MQ1	105.09	59.97	12.96							
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	201.48	107.05	48.07							
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6497	5.91	4.26							
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.6497	5.91	4.26							
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6497	5.91	4.26							
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.38	5.91	4.26							
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	1.38	5.91	4.26							
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.38	5.91	4.26							
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.96	6.39	4.58							
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.96	6.39	4.58							
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.96	6.39	4.58							
	DS1 COCI in combination			UNC1X	UC1D1	11.78	5.91	4.26							
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	11.78	5.91	4.26							
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.78	5.91	4.26							
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	11.78	5.91	4.26							
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.78	5.91	4.26							
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X,	UNCCC		5.43	5.43							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3,	URES		36.83	16.12							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit	i		U1TVX, U1TDX, U1TD1, U1TD3,	URESP		1.49	1.49							
Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.43								
	DS1 DCS Termination with DS0 Switching					19.58	24.81	19.09							
	DS1 DCS Termination with DS1 Switching					10.95	17.93	12.22							
	DS3 DCS Termination with DS1 Switching					149.41	24.81	19.09							

UNBUNDLED NETWORK ELEMENTS - Louisiana											Att: 1 Exh: 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	SOME	SOMAN	SOMAN	SOMAN
	Node (SynchroNet)													
	Node per month			UNCDX	UNCNT	15.43								
	Service Rearrangements													
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.93	42.98						
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67						
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.85	18.85						
COMMINGLED														
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)													
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.6497	5.91	4.26						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.38	5.91	4.26						
	Commingled ISDN COCI			XDD4X	UC1CA	2.96	6.39	4.58						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	22.60	72.60	41.75						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	19.81	72.60	41.75						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.61	72.60	41.75						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.61	72.60	41.75						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X,	1L5XX	0.013								
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.93	94.21	45.09						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	25.35	94.21	45.09						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	50.46	94.21	45.09						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	30.81	94.21	45.09						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.32	94.21	45.09						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	60.39	94.21	45.09						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	30.99	94.21	45.09						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	36.78	94.21	45.09						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	38.92	94.21	45.09						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	30.99	94.21	45.09						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	36.78	94.21	45.09						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	38.92	94.21	45.09						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	22.09	94.21	45.09						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	35.28	94.21	45.09						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	65.18	94.21	45.09						
	Commingled DS1 COCI			XDH1X, NTCDD1	UC1D1	11.78	5.91	4.26						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	70.47	143.58	103.88						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.2652								
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	105.09	59.97	12.96						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	85.70	169.22	100.89						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	194.96	169.22	100.89						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	491.94	169.22	100.89						
	Commingled DS3 Local Loop			HFQC6	UE3PX	362.34	188.45	125.51						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.04								
	Commingled STS-1 Local Loop			HFRST	UDLS1	374.56	188.45	125.51						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	201.48	107.05	48.07						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	850.45	296.68	121.16						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	6.04								
	Commingled STS-1 Interoffice Channel			HFRST	U1TFS	830.19	296.68	121.16						
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	6.04								

UNBUNDLED NETWORK ELEMENTS - Louisiana											Att: 1 Exh: 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
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1LSDF	25.28									
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		620.60	133.88							
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00					
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00					
Note: Rates displaying an "I" in interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Louisiana															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 1 Exh C 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 Discont	OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE															
	911 PBX LOCATE DATABASE CAPABILITY														
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,819.00								
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.99								
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07									
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.22								
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.58									
	Service Order Charge			9PBDC	9PBSC		15.20								
	911 PBX LOCATE TRANSPORT COMPONENT														
	See Att 3														

**Amendment
to the
Agreement Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated June 23, 2004**

Pursuant to this Amendment, (the "Amendment"), Level 3 Communications, L.L.C. ("Level 3"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 ("Agreement").

WHEREAS, on October 20, 2006, the Mississippi Public Service Commission ("Commission") issued its Order in Docket No. 2005-AD-139, Order Establishing Generic Docket to Consider Change of Law to Existing Interconnection Agreements ("Order"); and

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Commission's Order; and

WHEREAS, the Parties enter into this Amendment without prejudice to any position they may take, or have taken, with respect to similar future agreements between the Parties; 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 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 Mississippi only.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the state of Mississippi only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the state of Mississippi.
4. 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 Mississippi Public Service Commission's Orders.
5. This Amendment shall be deemed effective on March 11, 2006 ("Effective Date").

6. All of the other provisions of the Agreement shall remain in full force and effect.
7. Either or both of the Parties are authorized to submit this Amendment to the Mississippi Public Service Commission 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. ShoreName: Kristen E. ShoreTitle: DirectorDate: 9/24/07**Level 3 Communications, L.L.C.**By: Andrea L. GavalasName: Andrea L. GavalasTitle: Vice PresidentDate: 2/28/07

Version: MS COL Amendment
11/01/06

[CCCS Amendment 3 of 46]

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to Level 3 for Level 3's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Level 3 (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Level 3 to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 Level 3 shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.3 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit B to this Amendment. 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 Level 3. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Level 3 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 will 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 1.8 below.
- 1.4 Except to the extent expressly provided otherwise in this Attachment, Level 3 may not maintain unbundled network elements or combinations of unbundled network

elements, that are no longer offered pursuant to this Agreement (collectively “Arrangements”). In the event BellSouth determines that Level 3 has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Level 3 with thirty (30) days written notice to disconnect or convert such Arrangements. If Level 3 fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.4 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth’s tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

- 1.5 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Level 3 shall undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Level 3 self-certifies that to the best of Level 3’s knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Level 3’s self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth’s favor, BellSouth shall bill Level 3 the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth’s favor, Level 3 shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.5.1 In the event that (1) BellSouth designates a wire center as non-impaired, (2) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (3) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (4) BellSouth acknowledges or a state or federal regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC’s non-impairment criteria, then upon request of CLEC, 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 CLEC the difference between the rate paid by CLEC 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.

1.6 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no 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 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If BellSouth 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 Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Level 3, BellSouth shall perform the RNM.

1.7 Commingling of Services

1.7.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Level 3 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. Level 3 must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

1.7.2 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.

1.7.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A to Attachment 2 of the Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.

1.7.4 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.

1.7.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any

service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

1.8 Ordering Guidelines and Processes

1.8.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Level 3 should refer to the “Guides” section of the BellSouth Interconnection Web site.

1.8.2 Additional information may also be found in the individual CLEC Information Packages located at the “CLEC UNE Products” on BellSouth’s Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

1.8.3 The provisioning of Network Elements, Combinations and Other Services to Level 3’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 Level 3’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.

2 Loops

2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth’s central office and the loop demarcation point at an End User premises (Loop). 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 CLEC may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User’s premises, including inside wire owned or controlled by BellSouth. Level 3 shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

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

- 2.1.2 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). 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.
- 2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide 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.
- 2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Level 3 on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) voice grade channel over its FTTH/FTTC facilities.
- 2.1.2.3 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 Level 3. 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 not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval
- 2.1.3 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 Level 3 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.

2.1.4 Transition for DS1 and DS3 Loops

2.1.4.1 For purposes of this Section 2.1.4, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in Section 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.1.4.2 For purposes of this Section 2.1.4, Embedded Base means DS1 and DS3 Loops that were in service for Level 3 as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 2.1.4.5.1 or 2.1.4.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.1.4.3 Excess DS1 and DS3 Loops are those Level 3 DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

2.1.4.4 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for Level 3's Embedded Base and Excess DS1 and DS3 loops during the Transition Period:

2.1.4.5.1 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.

2.1.4.5.2 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.

2.1.4.6 A list of wire centers meeting the criteria set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 above as of March 10, 2005, as approved by the Mississippi Public Service Commission in Docket No. 2005-AD-139, is available on BellSouth's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), which is located on BellSouth's Interconnection Services Web site.

2.1.4.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Level 3's Embedded Base of DS1 and DS3 Loops and Level 3's Excess DS1 and DS3 Loops described in this Section 2.1.4 shall be equal to the higher of:

2.1.4.7.1 115% of the rate paid for the element on June 15, 2004; or

- 2.1.4.7.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 2.1.4.7.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.1.4.
- 2.1.4.8 The Transition Period shall apply only to (1) Level 3's Embedded Base and (2) Level 3's Excess DS1 and DS3 Loops. Level 3 shall not add new DS1 or DS3 loops as described in this Section 2.1.4 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.5 of this Attachment and as set forth in Section 2.1.4.12 below.
- 2.1.4.9 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.11 No later than December 9, 2005 Level 3 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 1.3 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.
- 2.1.4.11.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.1.4.11 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, BellSouth will identify Level 3's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.1.4.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.1.4.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.4.11 above or transitioned pursuant to Section 2.1.4.11.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 2.1.4.12 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.4.12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.5 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification

letter (CNL). Each such list of additional wire centers shall be considered a “Subsequent Wire Center List”.

- 2.1.4.12.2 Effective ten (10) business days after the date of a BellSouth CNL 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 1.5 of this Attachment.
- 2.1.4.12.3 For purposes of Section 2.1.4.12 above, BellSouth shall make available DS1 and DS3 Loops that were in service for Level 3 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 ninety (90) days after the tenth (10th) business day from the date of BellSouth’s CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.4.12.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 2.1.4.12.5 The rates that shall apply to the Subsequent Embedded Base during the Subsequent Transition Period shall equal the rate paid for that element at the time of BellSouth’s posting of the CNL, plus 15%.
- 2.1.4.12.6 No later than forty (40) days from BellSouth’s CNL identifying the Subsequent Wire Center List, Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 2.1.4.12.6.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.1.4.12.6 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 Level 3’s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth’s tariffs.
- 2.1.4.12.7 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.12.6 above or transitioned pursuant to Section 2.1.4.12.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.2 Unbundled Digital Loops

- 2.2.1 BellSouth will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.2.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:
- 2.2.2.1 2-wire Unbundled ISDN Digital Loop;
 - 2.2.2.2 2-wire Unbundled ADSL Compatible Loop;
 - 2.2.2.3 2-wire Unbundled HDSL Compatible Loop;
 - 2.2.2.4 4-wire Unbundled HDSL Compatible Loop;
 - 2.2.2.5 4-wire Unbundled DS1 Digital Loop;
 - 2.2.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
 - 2.2.2.7 DS3 Loop; or
 - 2.2.2.8 STS-1 Loop.
- 2.2.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Level 3 will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.2.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.2.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

- 2.2.6 4-wire Unbundled DS1 Digital Loop.
- 2.2.6.1 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 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.
- 2.2.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Level 3 at any single building in which DS1 Loops are available as unbundled Loops.
- 2.2.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.2.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 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.
- 2.2.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.2.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.2.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501

LightGate® Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

- 2.2.12 Level 3 may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.3 Unbundled Loop Modifications (Line Conditioning)
- 2.3.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.
- 2.3.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 2.3.3 For any copper loop being ordered by Level 3 which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Level 3, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Level 3. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A to Attachment 2 of the Agreement.
- 2.3.4 Level 3 may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 2.3.5 Rates for ULM are as set forth in Exhibit A to Attachment 2 of the Agreement.
- 2.3.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.3.7 If Level 3 requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Level 3 will not be

charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

2.3.8 Level 3 shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Level 3 desires BellSouth to condition.

2.3.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Level 3, Level 3 will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Level 3 is available at the location for which the ULM was requested, Level 3 will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Level 3 will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.4 Dark Fiber Loop

2.4.1 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 Level 3 to utilize Dark Fiber Loops.

2.4.2 Transition for Dark Fiber Loop

2.4.2.1 For purposes of this Section 2.4.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.4.2.2 For purposes of this Section 2.4.2, Embedded Base means Dark Fiber Loops that were in service for Level 3 as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.4.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for Level 3 at the terms and conditions set forth in this Attachment.

2.4.4 Notwithstanding the Effective Date of this Agreement, the rates for Level 3's Embedded Base of Dark Fiber Loops during the Transition Period shall be equal to the higher of:

2.4.4.1 115% of the rate paid for the element on June 15, 2004; or

- 2.4.4.2 115% of a new rate the Commission established, if any, between June 16, 2004 and March 11, 2005.
- 2.4.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.4.2.
- 2.4.5 The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not add new Dark Fiber Loops pursuant to this Agreement.
- 2.4.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.
- 2.4.7 No later than June 10, 2006 Level 3 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 1.3 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 2.4.7.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.4.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify Level 3's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.4.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.4.7.2 For Embedded Base circuits converted pursuant to Section 2.4.7 above or transitioned pursuant to Section 2.4.7.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

3 Line Splitting

- 3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 3.2 Line Splitting – UNE-L. In the event Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.3 Line Splitting – Loop and UNE Port (UNE-P)

- 3.3.1 To the extent Level 3 is purchasing UNE-P pursuant to this Agreement, BellSouth will permit Level 3 to replace UNE-P with Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two (2) collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in Level 3's Embedded Base as described in Section 5.2.3.2 below.
- 3.3.2 Level 3 shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Level 3 will not provide voice and data services.
- 3.3.3 Line Splitting arrangements in service pursuant to this Section 3.3 must be disconnected or provisioned pursuant to Section 3.2 above on or before March 10, 2006.

3.4 Provisioning Line Splitting and Splitter Space – UNE-P

- 3.4.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Level 3 or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.
- 3.4.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.4.3 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service.

3.5 Provisioning Line Splitting and Splitter Space – UNE-L

- 3.5.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When Level 3 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.

3.6 CLEC Provided Splitter – Line Splitting – UNE-P and UNE-L

3.6.1 To order High Frequency Spectrum on a particular Loop, Level 3 must have a DSLAM collocated in the central office that serves the End User of such Loop.

3.6.2 Level 3 may purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.6.3 Any splitters installed by Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.7 Maintenance – Line Splitting – UNE-P and UNE-L

3.7.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

3.7.2 Level 3 shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 **Local Switching**

4.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 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 4.2 below.

4.1.1 BellSouth shall not be required to unbundle local circuit switching for Level 3 for a particular End User when Level 3: (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 Level 3 is serving any End User as described in (2) of this Section 4.1.1 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 Level 3 or

transitioned by Level 3, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

4.2 Transition for Local Switching

4.2.1 For purposes of this Section 4, 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.

4.2.2 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for Level 3 as of March 10, 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 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 Level 3's Embedded Base and Level 3 shall not place new orders for Local Switching pursuant to this Agreement.

4.2.4 Notwithstanding the Effective Date of this Agreement, the rates for Level 3's Embedded Base of Local Switching during the Transition Period shall be equal to the higher of:

4.2.4.1 The rate paid for the element, plus one dollar; or

4.2.4.2 A new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005, plus one dollar.

4.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.2.

4.2.5 Level 3 must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions pursuant to Section 1.3 above by October 1, 2005.

4.2.5.1 If Level 3 fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching as specified in Section 4.2.5 above prior to October 1, 2005, BellSouth will identify Level 3's remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement.

4.2.6 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.

4.3 Common (Shared) Transport.

4.3.1 Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

4.3.2 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to Level 3.

5 **Unbundled Network Element Combinations**

5.1 EELs Audits

5.1.1 BellSouth may, on an annual basis, audit Level 3's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 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. In the event the auditor's report concludes that Level 3 did not comply in any material respect with the service eligibility criteria, Level 3 shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 will maintain appropriate documentation to support its certifications.

5.1.2 In the event Level 3 converts special access services to UNEs, Level 3 shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.2 UNE-P

5.2.1 DS0 Local Switching, as defined in Section 4 above, in combination with a Loop and Common (Shared) Transport as defined in Section 4.3 above (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.

5.2.2 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 Section 5.2.3.

5.2.3 Transition Period for UNE-P

5.2.3.1 For purposes of this Section 5.2.3, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.2.3.2 For the purposes of this Section 5.2.3, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for Level 3 as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.2.3.3 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 Level 3's Embedded Base and Level 3 shall not place new orders for UNE-P pursuant to this Agreement.

5.2.3.4 Notwithstanding the Effective Date of this Agreement, the rates for Level 3's Embedded Base of UNE-P during the Transition Period shall be equal to the higher of:

5.2.3.4.1 The rate paid for the element on June 15, 2004, plus one dollar; or

5.2.3.4.2 A new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005, plus one dollar.

5.2.3.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.3.4.

5.2.3.5 By October 1, 2005, Level 3 must submit orders or spreadsheets, or if migrating 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.

5.2.3.5.1 If Level 3 fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P as specified in Section 5.2.3.5 above prior to October 1, 2005, BellSouth will identify Level 3's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and

the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.

- 5.2.3.5.2 For Embedded Base UNE-P converted pursuant to Section 5.4.3.5 above or transitioned pursuant to Section 5.4.3.5.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 5.2.3.6 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.
- 5.2.4 BellSouth shall make 911 updates in the BellSouth 911 database for Level 3's UNE-P. BellSouth will not bill Level 3 for 911 surcharges. Level 3 is responsible for paying all 911 surcharges to the applicable governmental agency.

6 Dedicated Transport and Dark Fiber Transport

- 6.1 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 Level 3, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Level 3. 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 6.2 below, BellSouth shall not be required to provide to Level 3 unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").
- 6.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
 - 6.2.1 For purposes of this Section 6.2, 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.
 - 6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Level 3 as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
 - 6.2.3 For purposes of this Section 6.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Level 3 as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

- 6.2.4 For purposes of this Section 6.2, Excess DS1 and DS3 Dedicated Transport means those Level 3 DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Sections 6.2.6.1 and 6.2.6.2 below. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 6.2.5 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for Level 3's Embedded Base and Excess Dedicated Transport during the Transition Period:
- 6.2.6.1 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.
- 6.2.6.2 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.
- 6.2.7 A list of wire centers meeting the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above as of March 10, 2005, as approved by the Mississippi Public Service Commission in Docket No. 2005-AD-139, is available on BellSouth's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), which is located on BellSouth's Interconnection Services Web site.
- 6.2.8 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for Entrance Facilities and only during the Transition Period.
- 6.2.9 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Level 3's Embedded Base of DS1 and DS3 Dedicated Transport, Level 3's Embedded Base Entrance Facilities and for Level 3's Excess DS1 and DS3 Dedicated Transport, as described in this Section 6.2, shall be as set forth in Exhibit the equal to the higher of:
- 6.2.9.1 115% of the rate paid for the element on June 15, 2004; or
- 6.2.9.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 6.2.9.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 6.2.9.
- 6.2.10 The Transition Period shall apply only to (1) Level 3's Embedded Base and Embedded Base Entrance Facilities; and (2) Level 3's Excess DS1 and DS3

Dedicated Transport. Level 3 shall not add new Entrance Facilities pursuant to this Agreement. Further, Level 3 shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.5 above of and as set forth in Section 6.2.15 below.

- 6.2.11 Once a wire center exceeds either of the thresholds set forth in Section 6.2.6.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 6.2.12 Once a wire center exceeds either of the thresholds set forth in Section 6.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 6.2.13 No later than December 9, 2005 Level 3 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 1.3 above. 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.
- 6.2.13.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 6.2.13 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, BellSouth will identify Level 3's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.2.13.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.2.14 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.13 or transitioned pursuant to Section 6.2.13.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 6.2.15 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 6.2.15.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

- 6.2.15.2 Effective ten (10) business days after the date of a BellSouth CNL 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 1.5 above.
- 6.2.15.3 For purposes of Section 6.2.15 above, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for Level 3 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 ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.2.15.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 6.2.15.5 The rates that shall apply to the Subsequent Embedded Base during the Subsequent Transition Period shall equal the rate paid for that element at the time of BellSouth's posting of the CNL, plus 15%.
- 6.2.15.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 6.2.15.6.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 6.2.15.6 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 Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.2.15.7 For Subsequent Embedded Base circuits converted pursuant to Section 6.2.15.6 above or transitioned pursuant to Section 6.2.15.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 6.2.16 BellSouth shall offer Dedicated Transport:
- 6.2.16.1 As capacity on a shared facility; and

- 6.2.16.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Level 3.
- 6.2.17 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 6.2.18 Level 3 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. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 6.3 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 6.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 6.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 6.3.1.1 For purposes of this Section 6.3.1, 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.
- 6.3.1.2 For purposes of this Section 6.3.1, Embedded Base means Dark Fiber Transport that was in service for Level 3 as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 6.3.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 6.3.1.3 For purposes of this Section 6.3, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.3.1.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.3.1 only for Level 3's Embedded Base during the Transition Period:
- 6.3.1.4.1 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.

- 6.3.1.5 A list of wire center meeting the criteria set forth in Section 6.3.1.4.1 above as of March 10, 2005, as approved by the Mississippi Public Service Commission in Docket No. 2005-AD-139, is available on BellSouth's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), which is located on BellSouth's Interconnection Services Web site.
- 6.3.1.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Level 3's Embedded Base of Dark Fiber Transport and Dark Fiber Transport Entrance Facilities as described in Section 6.3.1.2 above shall be equal to the higher of :
- 6.3.1.6.1 115% of the rate paid for the element on June 15, 2004; or
- 6.3.1.6.2 115% of a new rate the Commission establishes, if any between June 16, 2004 and March 11, 2005,
- 6.3.1.6.3 These rates shall be as set forth in Exhibit A to the Agreement and this Section 6.3.1.6.
- 6.3.1.7 The Transition Period shall apply only to Level 3's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Level 3 shall not add new Dark Fiber Transport as described in this Section 6.3.1 except pursuant to the self-certification process as set forth in Section 1.5 of this Attachment and as set forth in Section 6.3.1.11 below. Further, Level 3 shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 6.3.1.8 Once a wire center exceeds either of the thresholds set forth in Section 6.3.1.4.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 6.3.1.9 No later than June 10, 2006 Level 3 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 BellSouth services as Conversions pursuant to Section 1.3 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 6.3.1.9.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 6.3.1.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify Level 3's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.3.1.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 6.3.1.10 For Embedded Base circuits converted pursuant to Section 6.3.1.9 above or transitioned pursuant to Section 6.3.1.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.
- 6.3.1.11 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 6.3.1.11.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.3.1.4.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a “Subsequent Wire Center List”.
- 6.3.1.11.2 Effective ten (10) business days after the date of a BellSouth CNL 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 1.5 above.
- 6.3.1.11.3 For purposes of Section 6.3.1.11, BellSouth shall make available Dark Fiber Transport that were in service for Level 3 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 ninety (90) days after the tenth (10th) business day from the date of BellSouth’s CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.3.1.11.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 6.3.1.11.5 The rates that shall apply to the Subsequent Embedded Base during the Subsequent Transition Period shall equal the rate paid for that element at the time of BellSouth’s posting of the CNL, plus 15%.
- 6.3.1.11.6 No later than forty (40) days from BellSouth’s CNL identifying the Subsequent Wire Center List Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 6.3.1.11.6.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 6.3.1.11.6 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 Level 3’s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits

identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 6.3.1.11.7 For Subsequent Embedded Base circuits converted pursuant to Section 6.3.1.11.6 above or transitioned pursuant to Section 6.3.1.11.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

7 Call Related Databases and Signaling

- 7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to Level 3 pursuant to this Agreement.

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

- 7.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Level 3's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Level 3.

- 7.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.

7.3 LIDB

- 7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Level 3 must purchase

appropriate signaling links pursuant to Section 7.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

7.3.2 Technical Requirements

- 7.3.2.1 BellSouth will offer to Level 3 any additional capabilities that are developed for LIDB during the life of this Agreement.
- 7.3.2.2 BellSouth shall process Level 3's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Level 3 what additional functions (if any) are performed by LIDB in the BellSouth network.
- 7.3.2.3 Within two (2) weeks after a request by Level 3, BellSouth shall provide Level 3 with a list of the customer data items, which Level 3 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.
- 7.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 7.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 7.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.
- 7.3.2.7 All additions, updates and deletions of Level 3 data to the LIDB shall be solely at the direction of Level 3. Such direction from Level 3 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 7.3.2.8 BellSouth shall provide priority updates to LIDB for Level 3 data upon Level 3's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

- 7.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Level 3 customer records will be missing from LIDB, as measured by Level 3 audits. BellSouth will audit Level 3 records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Level 3 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Level 3 within one (1) business day of audit. Once reconciled records are received back from Level 3, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact Level 3 to negotiate a time frame for the updates, not to exceed three (3) business days.
- 7.3.2.10 BellSouth shall perform backup and recovery of all of Level 3's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 7.3.2.11 BellSouth shall provide Level 3 with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Level 3 and BellSouth.
- 7.3.2.12 BellSouth shall prevent any access to or use of Level 3 data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Level 3 in writing.
- 7.3.2.13 BellSouth shall provide Level 3 performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Level 3 at least at parity with BellSouth Customer Data. BellSouth shall obtain from Level 3 the screening information associated with LIDB Data Screening of Level 3 data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Level 3 under the BFR/NBR Process as set forth in Attachment 11.
- 7.3.2.14 BellSouth shall accept queries to LIDB associated with Level 3 customer records and shall return responses in accordance with industry standards.
- 7.3.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

- 7.3.2.16 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 industry standards.
- 7.3.3 Interface Requirements
- 7.3.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 7.3.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
- 7.3.3.3 The CCS interface to LIDB shall be the standard interface described herein.
- 7.3.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 7.3.3.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. Level 3 shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Level 3 shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.
- 7.4 Signaling. BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.
- 7.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Level 3 designated SPOI that provide appropriate physical diversity.
- 7.4.1.1 Technical Requirements
- 7.4.1.1.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

- 7.4.1.1.1.1 As an “A-link” Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and
- 7.4.1.1.1.2 As a “B-link” Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).
- 7.4.1.2 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:
 - 7.4.1.2.1 An A-link layer shall consist of two (2) links; and
 - 7.4.1.2.2 A B-link layer shall consist of four (4) links.
- 7.4.1.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 7.4.1.3.1 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 (2) separate physical paths end-to-end); and
 - 7.4.1.3.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).
- 7.4.2 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at Level 3’s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 7.4.3 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
 - 7.4.3.1 Technical Requirements
 - 7.4.3.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.
 - 7.4.3.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit

messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.

- 7.4.3.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Level 3 local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Level 3 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 7.4.3.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Level 3 or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Level 3 database, then Level 3 agrees to provide BellSouth with the Destination Point Code for Level 3 database.
- 7.4.3.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- 7.4.3.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Level 3 or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.
- 7.4.4 SS7
- 7.4.4.1 When technically feasible and upon request by Level 3, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of

the BellSouth SS7 network with Level 3's SS7 network to exchange TCAP queries and responses with a Level 3 SCP.

7.4.4.2 SS7 AIN Access shall provide Level 3 SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Level 3 SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Level 3 SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

7.4.4.3 Interface Requirements

7.4.4.3.1 BellSouth shall provide the following STP options to connect Level 3 or Level 3-designated Local Switching systems to the BellSouth SS7 network:

7.4.4.3.1.1 An A-link interface from Level 3 Local Switching systems; and

7.4.4.3.1.2 A B-link interface from Level 3 local STPs.

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

7.4.4.3.3 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

7.4.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

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

7.4.4.4 Message Screening

7.4.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from Level 3 local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.

7.4.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Level 3 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.

- 7.4.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Level 3 from any signaling point or network interconnected through BellSouth's SS7 network where the Level 3 SCP has a valid signaling relationship.
- 7.4.5 SCP/Databases
- 7.4.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.
- 7.4.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 7.4.5.3 Technical Requirements for SCPs/Databases
- 7.4.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 7.4.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).
- 7.4.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 7.5 LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.
- 7.6 CNAM Database Service
- 7.6.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Level 3 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 7.6.2 Level 3 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than

sixty (60) days prior to Level 3's access to BellSouth's CNAM Database Services and shall be addressed to Level 3's Local Contract Manager.

- 7.6.2.1 Level 3's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.
- 7.6.2.2 For each Level 3 End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 7.6.2.1 above, to a third party calling name database, to provide calling name information, if available, to Level 3's End User. Level 3 shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an Level 3 End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, Level 3 shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of Level 3's End Users.
- 7.6.3 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill Level 3 at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per Level 3's End Users with the Caller ID feature.
- 7.7 SCE/SMS AIN Access
- 7.7.1 BellSouth's SCE/SMS AIN Access shall provide Level 3 the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 7.7.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Level 3. 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.
- 7.7.3 BellSouth SCP shall partition and protect Level 3 service logic and data from unauthorized access.

- 7.7.4 When Level 3 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Level 3 to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 7.7.5 Level 3 access will be provided via remote data connection (e.g., dial-in, ISDN).
- 7.7.6 BellSouth shall allow Level 3 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

8 Subloop Elements

- 8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 8.2 Unbundled Subloop Distribution (USLD)
 - 8.2.1 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))
 - 8.2.2 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.
 - 8.2.3 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.
 - 8.2.4 If Level 3 requests a UCSL and it is not available, Level 3 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.
 - 8.2.5 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.

- 8.2.6 Upon request for USLD-INC from Level 3, 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 Level 3's use on this cross-connect panel. Level 3 will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 8.2.7 For access to Voice Grade USLD and UCSL, Level 3 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. Level 3's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 8.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3'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/unec.html.
- 8.2.9 The site set-up must be completed before Level 3 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 Level 3'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.
- 8.2.10 Once the site set-up is complete, Level 3 will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 8.2.11 SLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

8.3 Unbundled Network Terminating Wire (UNTW)

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

8.3.2 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.

8.3.3 Requirements

8.3.3.1 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.

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

8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Level 3 does own or control such wiring, Level 3 will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Level 3.

8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.

8.3.3.5 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.

- 8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 8.3.3.7 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.
- 8.3.3.8 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.
- 8.3.3.9 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).
- 8.3.3.10 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.
- 8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting 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.

UNBUNDLED NETWORK ELEMENTS - Mississippi											Att: 2 Exh: 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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
COMMINGLING																		
						UNCVX UNCDX UNC1X UNC3X UNCSX U1TD1 U1TD3 U1TS1 UE3 UDLSX U1TVX U1TDX U1TUB ULDVX ULDD1 ULDD3 ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
Commingling Authorization																		
Commingled (UNE part of single bandwidth circuit)																		
						XDV2X NTCVG	1D1VG	0.5737	6.62	4.74								
						XDV6X NTCUD	1D1DD	1.22	6.62	4.74								
						XDD4X	UC1CA	2.62	6.62	4.74								
						XDV2X	U1TV2	20.32	40.77	27.57	17.26	7.11						
						XDV6X	U1TV4	17.86	40.77	27.57	17.26	7.11						
						XDD4X	U1TD5	14.14	40.77	27.57	17.26	7.11						
						XDD4X	U1TD6	14.14	40.77	27.57	17.26	7.11						
						XDV2X XDV6X XDD4X	1L5XX	0.0088										
					1	XDV2X	UEAL2	13.89	105.96	68.28	52.82	10.37						
					2	XDV2X	UEAL2	18.75	105.96	68.28	52.82	10.37						
					3	XDV2X	UEAL2	27.55	105.96	68.28	52.82	10.37						
					4	XDV2X	UEAL2	45.72	105.96	68.28	52.82	10.37						
					1	XDV6X	UEAL4	27.47	132.27	94.59	60.68	14.64						
					2	XDV6X	UEAL4	38.26	132.27	94.59	60.68	14.64						
					3	XDV6X	UEAL4	50.03	132.27	94.59	60.68	14.64						
					4	XDV6X	UEAL4	50.03	132.27	94.59	60.68	14.64						
					1	XDD4X	UDL56	27.44	126.53	88.85	60.68	14.64						
					2	XDD4X	UDL56	34.55	126.53	88.85	60.68	14.64						
					3	XDD4X	UDL56	40.76	126.53	88.85	60.68	14.64						
					4	XDD4X	UDL56	32.25	126.53	88.85	60.68	14.64						
					1	XDD4X	UDL64	27.44	126.53	88.85	60.68	14.64						
					2	XDD4X	UDL64	34.55	126.53	88.85	60.68	14.64						
					3	XDD4X	UDL64	40.76	126.53	88.85	60.68	14.64						
					4	XDD4X	UDL64	32.25	126.53	88.85	60.68	14.64						
					1	XDD4X	U1L2X	21.01	117.61	79.92	52.82	10.37						
					2	XDD4X	U1L2X	27.59	117.61	79.92	52.82	10.37						
					3	XDD4X	U1L2X	37.34	117.61	79.92	52.82	10.37						
					4	XDD4X	U1L2X	59.18	117.61	79.92	52.82	10.37						
						XDH1X NTCDD1	UC1D1	12.96	6.62	4.74								
						XDH1X	U1TF1	57.33	89.79	82.28	16.86	14.90						
						XDH1X	1L5XX	0.1813										
						XDH1X	MQ1	102.85	91.57	62.94	10.87	10.10						
					1	XDH1X	USLXX	79.08	253.93	158.45	46.10	12.07						
					2	XDH1X	USLXX	129.38	253.93	158.45	46.10	12.07						
					3	XDH1X	USLXX	206.74	253.93	158.45	46.10	12.07						
					4	XDH1X	USLXX	458.46	253.93	158.45	46.10	12.07						
						HFQC6	UE3PX	326.15	454.13	265.47	123.23	86.19						
						HFQC6 HFRST	1L5ND	11.20										
						HFRST	UDLS1	338.55	454.13	265.47	123.23	86.19						
						HFQC6	MQ3	170.63	179.17	94.52	34.30	32.82						
						HFQC6	U1TF3	641.90	280.37	163.70	62.08	60.29						
						HFQC6	1L5XX	4.29										
						HFRST	U1TFS	644.21	280.37	163.70	62.08	60.29						
						HFRST	1L5XX	4.29										
						HEQDL	1L5DF	28.27										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Att: 2 Exh: 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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		642.79	138.67	326.97	203.85						
		UNE to Commingled Conversion Tracking			XDH1X HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
		SPA to Commingled Conversion Tracking			XDH1X HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
ADDITIONAL NETWORK ELEMENTS																	
Optional Features & Functions:																	
		Wholesale - UNE, Switch-As-Is Conversion Charge			UNCNX UNCVX UNCDX UNC1X UNC3X UNCSX UDFCX XDH1X HFQC6 XDD2X XDV6X XDDFX XDD4X HFRST	UNCCC		5.63	5.63								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX U1TDX U1TD1 U1TD3 U1TS1 UDF UE3	URES		40.22	13.50								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX U1TDX U1TD1 U1TD3 U1TS1 UDF UE3	URES		63.98	25.59								
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		25.01	3.53								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES		26.50	5.02								
4-WIRE ANALOG VOICE GRADE LOOP																	
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		25.01	3.53								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES		26.50	5.02								
4-WIRE DS1 DIGITAL LOOP																	
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		25.01	3.53								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		26.50	5.02								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		25.01	3.53								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES		26.50	5.02								
UNE LOOP COMMINGLING																	
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	13.89	105.96	68.28	52.82	10.37						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.75	105.96	68.28	52.82	10.37						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	27.55	105.96	68.28	52.82	10.37						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	NTCVG	UEAL2	45.72	105.96	68.28	52.82	10.37						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.89	105.96	68.28	52.82	10.37						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.75	105.96	68.28	52.82	10.37						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	27.55	105.96	68.28	52.82	10.37						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	NTCVG	UEAR2	45.72	105.96	68.28	52.82	10.37						

UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exh: 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	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		25.01	3.53							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.50	5.02							
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.56	36.29							
		Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.10							
					NTCVG											
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	27.47	132.27	94.59	60.68	14.64					
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.26	132.27	94.59	60.68	14.64					
		4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64					
		4-Wire Analog Voice Grade Loop - Zone 4		4	NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		25.01	3.53							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.50	5.02							
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.56	36.29							
4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.08	253.93	158.45	46.10	12.07					
		4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	129.38	253.93	158.45	46.10	12.07					
		4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	206.74	253.93	158.45	46.10	12.07					
		4-Wire DS1 Digital Loop - Zone 4		4	NTCD1	USLXX	458.46	253.93	158.45	46.10	12.07					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		25.01	3.53							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.50	5.02							
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.90	42.96							
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital Loop 2.4 Kbps-Zone 1		1	NTCUD	UDL2X	27.44	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	34.55	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	40.76	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	NTCUD	UDL2X	32.25	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.44	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	34.55	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	40.76	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	NTCUD	UDL4X	32.25	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.44	126.53	88.85	60.68	14.64					
		5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	34.55	126.53	88.85	60.68	14.64					
		6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	40.76	126.53	88.85	60.68	14.64					
		7 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	NTCUD	UDL9X	32.25	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.44	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	34.55	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	40.76	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	NTCUD	UDL19	32.25	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.44	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	34.55	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	40.76	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	NTCUD	UDL56	32.25	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.44	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	34.55	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	40.76	126.53	88.85	60.68	14.64					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	NTCUD	UDL64	32.25	126.53	88.85	60.68	14.64					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		25.01	3.53							

UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exh: 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	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.50	5.02								
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.94	49.66								
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG NTCUD NTCD1	OCOSL		18.19									

**Amendment to the Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc. d/b/a AT&T Georgia
Dated June 23, 2004**

Pursuant to this Amendment, (the "Amendment"), Level 3 Communications, L.L.C. (Level 3), 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 June 23, 2004 ("Agreement").

WHEREAS, AT&T Georgia and Level 3 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 June 22, 2007; 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 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 in 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 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 2 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 delete from the Amendment to the Agreement in its entirety the 271 Requirements in Section 28 and Line Sharing in Section 28.3 of Exhibit A and any references to the 271 Requirements or Line Sharing in Section 28 and 28.3 of Exhibit A. Such contract provisions shall no longer apply to services provided in the State of Georgia.
3. The Parties hereby agree to delete the portions of Exhibit B which includes the rates for Georgia 271 elements and Line Sharing and to delete any references to Georgia 271 rates and/or Line Sharing rates set forth in Exhibit B thereto. Such rates shall no longer apply to services provided in the State of Georgia.
4. 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.
5. This Amendment shall be shall be deemed effective on January 3, 2008 ("Effective Date").
6. 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. Level 3, 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 Level 3 within such thirty (30) day period, AT&T Georgia will charge the applicable switch-as-is charge set forth in Exhibit A. If Level 3 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 Level 3 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 Level 3 shall pay applicable disconnect charges set forth in the Agreement.
7. 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 Level 3 (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 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 Level 3 (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 Level 3 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.

8. All of the other provisions of the Agreement shall remain in full force and effect.
9. 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.

AMENDMENT/AT&T-9STATE

SIGNATURE PAGE

AT&T-9STATE/Level 3

GA 271 AMENDMENT - AMENDED ICA AGREEMENT - 01/30/08

Level 3 Communications, L.L.C.

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: Samie MoyerName: Samie MoyerTitle: Senior Director, Interconnection ServicesDate: 2.28.08By: Kristen E. ShoreName: Kristen E. ShoreTitle: DirectorDate: 3/5/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

**Amendment to the Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky
Dated June 23, 2004**

This Amendment amends the Interconnection Agreement by and between Level 3 Communications, L.L.C. (Level 3), and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"). AT&T and Level 3 are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Kentucky.

WITNESSETH:

WHEREAS, AT&T and Level 3 are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated June 23, 2004 (the "Agreement"); and

WHEREAS, on December 12, 2007, the Kentucky Public Service Commission (Commission) issued its Order in Case No. 2004-00427 (Change of Law) Proceeding to Consider Amendments to Interconnection Agreements Resulting from Changes of Law; and

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Commission's Change of Law Order ("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. **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties agree that Attachment 2 of the Agreement should be amended by the addition of the terms and conditions set forth in the Kentucky Change of Law Amendment Exhibit A attached hereto, and such contract provisions shall apply to services provided in the State of Kentucky only.
3. Exhibit A of Attachment 2 of the Agreement should be amended by the addition of the rates set forth in the Kentucky Change of Law Amendment Exhibit B attached hereto, and such rates shall apply to services provided in the State of Kentucky only.
4. **Conflict between this Amendment and the Agreement**. 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, 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 Section 4.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
6. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
7. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 2 and 3 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
8. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
9. This Amendment shall be deemed effective on March 11, 2006 ("Effective Date").
10. Reservation of Rights. 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.

Level 3 Communications, L.L.C.

By: _____

Name: _____

Title: _____

Date: _____

Jamie Moyer
Jamie Moyer
Senior Director, Interconnection Services
4-16-08

**BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky**

By: _____

Name: _____

Title: _____

Date: _____

Kristen E. Shore
Kristen E. Shore
Director
4/23/08

OCN #

ACNA

KENTUCKY

Issue 2 – What is the appropriate manner in which to transition to post-TRRO arrangements?**1. Transition for DS1 and DS3 Loops**

- 1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 1.3 Excess DS1 and DS3 Loops are those Level 3 DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 1.3.1 Level 3 may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which such Loops are still subject to unbundling requirements.
- 1.3.2 Level 3 may obtain a maximum of one (1) Unbundled DS3 Loop to any single building in which such Loops are still subject to unbundling requirements.
- 1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 8, AT&T shall make available the following DS1 and DS3 Loops only for Level 3's Embedded Base during the Transition Period:
 - 1.4.1 Unbundled DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators
 - 1.4.2 Unbundled DS3 Loops at any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 1.5 A list of wire centers meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Accessible Letter CLECSE08-015 which is available on the AT&T CLEC Online Web site.
- 1.6 Transition Period Pricing. From March 11, 2005, through the expiration of the Transition Period, AT&T shall charge/collect a rate for Level 3's Embedded Base and Level 3's Excess DS1 and DS3 Loops equal to the higher of:
 - 1.6.1 115% of the rate paid for that element on June 15, 2004; or
 - 1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
 - 1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.

- 1.7 The Transition Period shall apply only to (1) Level 3's Embedded Base and (2) Level 3's Excess DS1 and DS3 Loops. Level 3 shall not add new DS1 or DS3 loops pursuant to this Agreement.
- 1.8 Once a wire center meets or exceeds both of the thresholds set forth in Section 1.4.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 1.9 Once a wire center meets or exceeds both of the thresholds set forth in Section 1.4.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 1.10 No later than March 10, 2006, Level 3 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 AT&T services. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.
- 1.11 If Level 3 failed to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, AT&T will identify Level 3's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent wholesale services provided by AT&T. Those circuits identified and transitioned by AT&T pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.
- 1.12 For Embedded Base circuits and Excess DS1 and DS3 Loops converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 2. Dark Fiber Loop**
- 2.1 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. AT&T will not provide line terminating elements, regeneration or other electronics necessary for Level 3 to utilize Dark Fiber Loops.
- 2.2 Transition for Dark Fiber Loop
- 2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.2.3 During the Transition Period only, AT&T shall make available for the Embedded Base Dark Fiber Loops for Level 3 at the terms and conditions set forth in this Amendment.
- 2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period,

AT&T shall charge a rate for Level 3's Embedded Base of Dark Fiber Loops equal to the higher of:

- 2.2.4.1 115% of the rate paid for that element on June 15, 2004; or
- 2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.
- 2.2.4.4 The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not add new Dark Fiber Loops pursuant to this Agreement.
- 2.2.5 Effective September 11, 2006, Dark Fiber Loops shall no longer be made available pursuant to this Agreement.
- 2.2.6 Level 3 shall submit spreadsheets to AT&T no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other AT&T services. Level 3 may transition from Dark Fiber Loops to other available wholesale facilities provided by AT&T, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 12, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 2.2.6.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, AT&T will identify Level 3's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 2.2.6.1 shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.
- 2.2.6.2 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

3. Local Switching

- 3.1 Local Switching is not available pursuant to this Agreement.

4. Dedicated Transport and Dark Fiber Transport

- 4.1 Dedicated Transport. Dedicated Transport is defined as AT&T's transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and switches owned by Level 3, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Level 3. AT&T 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 4.2 below, AT&T shall not be required to provide to Level 3 unbundled access

to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by AT&T ("Entrance Facilities").

4.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

4.2.1 For purposes of this Section 4.2, 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.

4.2.2 For purposes of this Section 4.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 4.2.6.1 or 4.2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.2.3 For purposes of this Section 4.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

4.2.4 For purposes of this Section 4.2, Excess DS1 and DS3 Dedicated Transport means those Level 3 DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 4.2.6.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

4.2.5 For purposes of this Section 4.2, a Business Line is as defined in 47 C.F.R. §51.5.

4.2.6 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available the following Dedicated Transport as described in this Section 4.2 only for Level 3's Embedded Base and Excess Dedicated Transport during the Transition Period:

4.2.6.1 DS1 Transport where both wire centers at the end points of the route contain at least four (4) fiber-based collocators or at least 38,000 Business access lines.

4.2.6.2 DS3 Transport where both wire centers at the end points of the route contain at least three (3) fiber-based collocators or at least 24,000 Business access lines.

4.2.6.3 Level 3 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.

4.2.7 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Sections 4.2.6.1 and 4.2.6.2 above is set forth in Accessible Letter CLECSE08-01, which is available on AT&T's CLEC Online Web site.

4.2.8 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Entrance Facilities only for Level 3's Embedded Base Entrance Facilities and only during the Transition Period.

- 4.2.9 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T shall charge/collect a rate for Level 3's Embedded Base of DS1 and DS3 Dedicated Transport and for Level 3's Excess DS1 and DS3 Dedicated Transport, as described in this Section 4.2, equal to the higher of:
- 4.2.9.1 115% of the rate paid for that element on June 15, 2004; or
- 4.2.9.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 4.2.9.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.2.9.
- 4.2.9.4 From March 11, 2005, through the completion of the Transition Period, AT&T shall charge/collect a rate for Level 3's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.2.9.
- 4.2.10 The Transition Period shall apply only to (1) Level 3's Embedded Base and Embedded Base Entrance Facilities; and (2) Level 3's Excess DS1 and DS3 Dedicated Transport. Level 3 shall not add new Entrance Facilities pursuant to this Agreement. Further, Level 3 shall not add new DS1 or DS3 Dedicated Transport as described in this Section 4.2 pursuant to this Agreement.
- 4.2.11 Once a wire center exceeds either of the thresholds set forth in Section 4.2.6.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 4.2.12 Once a wire center exceeds either of the thresholds set forth in Section 4.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 4.2.13 No later than March 11, 2006 or some other mutually agreed upon date, Level 3 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 AT&T services pursuant to Section 12 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.
- 4.2.14 If Level 3 failed to submit the spreadsheet(s) identifying its Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, AT&T will identify Level 3's remaining Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.
- 4.2.15 For Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or

otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

- 4.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of inactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 4.3.1 below, AT&T shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 4.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 4.3.2 For purposes of this Section 4.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 4.3.3 For purposes of this Section 4.3, Embedded Base means Dark Fiber Transport that was in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 4.3.5 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 4.3.4 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available the following Dark Fiber Transport as described in this Section 4.3.1 only for Level 3's Embedded Base during the Transition Period:
- 4.3.5 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.
- 4.3.6 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Section 4.3.5 above is set forth in Accessible Letter CLECSE08-015, which is available on AT&T's CLEC Online Web site.
- 4.3.7 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T shall charge/collect a rate for Level 3's Embedded Base of Dark Fiber and Embedded Base Dark Fiber Transport Entrance Facilities equal to the higher of:
- 4.3.7.1 115% of the rate paid for that element on June 15, 2004; or
- 4.3.7.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 4.3.7.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.3.7.
- 4.3.8 The Transition Period shall apply only to Level 3's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Level 3 shall not add new Dark Fiber Transport as described in this Section 4.3. Level 3 shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 4.3.9 Once a wire center exceeds either of the thresholds set forth in Section 4.3.5 above, no future Dark Fiber Transport unbundling will be required in that wire center.

- 4.3.10 No later than September 10, 2006 Level 3 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 AT&T services as Conversions pursuant to Section 12. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.
- 4.3.11 If Level 3 fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, AT&T will identify Level 3's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.
- 4.3.12 For Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006.
5. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Level 3 shall undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Level 3 self-certifies that to the best of Level 3's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, AT&T shall process the request in reliance upon Level 3's self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. If AT&T prevails in such dispute resolution proceeding, Level 3 shall be liable to AT&T for the difference between the rate for the equivalent AT&T alternative arrangement and the self certified UNE, plus interest, on such rate differential.
- 5.1 In the event that (1) AT&T designates a wire center as non-impaired, (2) Level 3 converts existing UNEs to other services or orders new services as services other than UNEs, (3) Level 3 otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) AT&T acknowledges or a state or federal agency regulatory body with authority determines that, at the time AT&T designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Level 3, AT&T 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, AT&T shall refund Level 3 the difference between the rate paid by Level 3 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.
6. AT&T will not accept UNE orders for de-listed high capacity Loops or Dedicated Transport elements, as applicable, in the wire centers set forth on the Initial Unimpaired Wire Center List

Issue 4 – What is the appropriate language to implement AT&T'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. (i) Business Line

7.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5.

7.2 (ii) Fiber-Based Collocation

7.2.1 For purposes of this Amendment, a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5 and the AT&T/BellSouth Merger Order.

7.3 (iii) Building

7.3.1 A "Building" is defined as a permanent physical structure including, but not limited to, a structure in which people reside, conduct business or work on a daily basis and which has a unique street address assigned to it. 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 Amendment. With respect to multi-tenant property with a single street address, an individual tenant's space shall constitute one "building" for purposes of this Amendment (1) if the multi-tenant structure is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all telecommunications services must transit. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls. A building for purposes of this Amendment does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration.

7.4 (iv) Route

7.4.1 For purposes of this Amendment, a "Route" is defined as a transmission path between one of AT&T's wire centers or switches and another of AT&T'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 AT&T'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)?

8. Procedures for Additional Designations of "Non-Impaired" Wire Centers

8.1 If AT&T seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), AT&T shall file with the Commission a proposed list of any new "non-impaired" wire centers on April 1 of each year (coincident with its filing of ARMIS 43-08 data with the FCC). The list of additional "non-impaired" wire centers filed by AT&T will reflect

the number of Business Lines and fiber-based collocators, as of December 31 of the previous year, in each wire center that AT&T proposes be considered “non-impaired.”

- 8.2 Designation by AT&T of additional “non-impaired” wire centers will be based on the following criteria:
- a. The CLLI of the wire center.
 - b. The number of switched business lines served by AT&T in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
 - c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
 - d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
 - e. The names of any carriers relied upon as fiber-based collocators.
- 8.3 Level 3 shall have until May 1 to file a challenge to any new wire center named by AT&T in any such April 1 filing.
- 8.4 AT&T and Level 3 agree to resolve disputes concerning AT&T’s additional wire center designations in dispute resolution proceedings before the Commission.
- 8.5 Changes to wire center designations shall become effective July 1 following the April 1 filing by AT&T to the extent that such changes are approved by the Commission by that date.
- 8.6 Level 3 shall have 120 days from July 1 to submit spreadsheets to disconnect or convert to other services all noncompliant circuits in such additional unimpaired wire centers. All such conversions will be subject to applicable disconnect charges set forth in this Agreement for requests to disconnect circuits, or to switch-as-is charges set forth in this Agreement for conversions to equivalent tariffed services. If Level 3 fails to submit such spreadsheet within the 120 day period, AT&T will identify and convert noncompliant circuits to equivalent tariffed services, and such conversion shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T services as set forth in AT&T’s tariffs. Recurring charges for such tariffed services shall apply as of July 1.

Issue 8 – (a) Does the Commission have the authority to require AT&T to include in its ICAs entered into pursuant to Section 252, network elements either under state law or pursuant to Section 271 or any other federal law other than Section 251? (b) If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such element? (c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions of such elements?

9. This Attachment 2 Exhibit A sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T offers to

Level 3 for Level 3's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Any facilities or services AT&T is obligated to offer pursuant to Section 271 of the Act will be available pursuant to applicable tariffs or a separately negotiated agreement.

Issue 10 – Transition of De-listed Network elements to Which No Specified Transition Period Applies. What rates terms and conditions should govern the transition of existing network elements that AT&T 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 centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

10. Except to the extent expressly provided otherwise in this Attachment, Level 3 may not maintain unbundled network elements or combinations of unbundled network elements that are no longer offered pursuant to this Amendment (collectively "Arrangements"). In the event AT&T determines that Level 3 has in place any Arrangements after the Effective Date of this Amendment, AT&T shall provide notice to the point of contact set forth in the General Terms and Conditions of this Agreement identifying those Arrangements that are no longer available pursuant to this Agreement. Level 3 shall have thirty (30) days from the date of such notice to transition all Local Switching and UNE-P arrangements and sixty (60) days to transition all other Arrangements. Those circuits identified by Level 3 within such thirty (30) or sixty (60) day period, as applicable, shall be subject to applicable disconnect or switch-as-is charges pursuant to this Agreement. If Level 3 fails to submit orders to disconnect or convert such Arrangements within the aforementioned timeframes, AT&T will transition such circuits to the equivalent tariffed AT&T service(s). The applicable recurring tariff charges shall apply to each circuit as of the Effective Date of this Amendment.

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)?

11. Commingling of Services

- 11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Level 3 has obtained at wholesale from AT&T, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities, including those services or facilities available pursuant to Section 271 of the Act. Level 3 must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 11.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T 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 AT&T; or 2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or interexchange services.

- 11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A of Attachment 2 and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates or rates set forth in a separate agreement between the Parties.
- 11.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the 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 AT&T required to provide conversion of special access circuits to UNE pricing, and, if so, what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

12. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

- 12.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Level 3 pursuant to this Agreement, or convert a Network Element or Combination that is available to Level 3 under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T (collectively "Conversion"). AT&T shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A of Attachment 2. AT&T 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 AT&T's receipt of a complete and accurate Conversion request from Level 3. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Level 3 and AT&T. 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. AT&T will 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.
- 12.2 Any outstanding conversions shall be effective on or after the effective date of this Agreement.

Issue 19 - LINE SPLITTING: What is the appropriate ICA language to implement AT&T's obligations with regard to line splitting?

13. Line Splitting

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

- 13.2 Line Splitting – UNE-L. In the event Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Space at the central office where the Loop terminates into a distribution frame or its equivalent.
- 13.3 Line Splitting – Loop and Port. To the extent Level 3 is using a commingled arrangement that consists of an Unbundled Loop purchased pursuant to this Agreement and Local Switching provided by AT&T pursuant to Section 271, AT&T will permit Level 3 to utilize Line Splitting. AT&T shall charge the rates set forth in Exhibit A of Attachment 2 for the Loop and splitting functionality. Rates for Local Switching shall be subject to a separate agreement between the Parties.
- 13.4 Level 3 shall provide AT&T 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 Level 3 will not provide voice and data services.
- 13.5 Provisioning Line Splitting and Splitter Space – Loop and Port
- 13.5.1 The Data CLEC, Voice CLEC, a third party or AT&T may provide the splitter. When Level 3 or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. Where AT&T owns the splitter, AT&T shall provide the splitter functionality upon request and consistent with the FCC's rules, and shall establish the necessary processes in its OSS to facilitate Level 3's ability to engage in line splitting arrangements.
- 13.5.2 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.
- 13.5.3 The foregoing procedures are applicable to a commingled arrangement of a Loop purchased pursuant to this Agreement and Local Switching pursuant to Section 271 purchased under a separate agreement.
- 13.6 Provisioning Line Splitting and Splitter Space – UNE-L
- 13.6.1 Level 3 provides the splitter when providing Line Splitting with UNE-L. When Level 3 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.
- 13.7 CLEC Provided Splitter – Line Splitting
- 13.7.1 To order High Frequency Spectrum on a particular Loop, Level 3 must have a DSLAM collocated in the central office that serves the End User of such Loop.
- 13.7.2 CLEC must provide its own splitters in a central office and have installed its DSLAM in that central office.

- 13.7.3 Level 3 may purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 may use such splitters for access to its end users and to provide digital line subscriber services to its end users using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 13.7.4 Any splitters installed by Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.
- 13.8 Maintenance – Line Splitting – UNE-L
- 13.8.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
- 13.8.2 AT&T 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.
- 13.9 Indemnification
- 13.9.1 Level 3 shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury and costs including reasonable attorney fees, which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Level 3), except to the extent caused by AT&T's gross negligence or willful misconduct.

Issue 22 – What is the appropriate ICA language, if any, to address call related databases?

14. **Call Related Databases and Signaling**
- 14.1 Except for 911 and E911, AT&T is not required to provide unbundled access to call related databases pursuant to Section 251. Access to other call related databases is available pursuant to a separately negotiated agreement.
- 14.2 911 and E911 Databases
- 14.2.1 AT&T shall provide Level 3 with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 14.2.2 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. Level 3 will be required to provide the AT&T 911 database vendor daily service order updates to E911 database in accordance with Section 14.3. below.

14.3 Technical Requirements

- 14.3.1 AT&T's 911 database vendor shall provide Level 3 the capability of providing updates to the ALI/DMS database through a specified electronic interface. Level 3 shall contact AT&T's 911 database vendor directly to request interface. Level 3 shall provide updates directly to AT&T's 911 database vendor on a daily basis. Updates shall be the responsibility of Level 3 and AT&T shall not be liable for the transactions between Level 3 and AT&T's 911 database vendor.
- 14.3.2 It is Level 3's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T'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 AT&T Wholesale-Southeast Region Web site: http://wholesale.att.com/wholesale_markets/local/.
- 14.3.3 Level 3 shall conform to the AT&T standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T Wholesale-Southeast Region Web site: http://wholesale.att.com/wholesale_markets/local/.
- 14.3.4 Stranded Unlocks are defined as End User records in AT&T's ALI/DMS database that have not been migrated for over ninety (90) days to Level 3, 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 Level 3 to assume responsibility for such records.
- 14.3.5 Based upon End User record ownership information available in the NPAC database, AT&T shall provide a Stranded Unlock annual report to Level 3 that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Level 3 shall review the Stranded Unlock report, identify its Customer records and request to either delete such records or migrate the records to Level 3 within two (2) months following the date of the Stranded Unlock report provided by AT&T. Level 3 shall reimburse AT&T for any charges AT&T's database vendor imposes on AT&T for the deletion of Level 3's records.

Issue 23 - What is the appropriate language to implement AT&T'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 on this obligation?

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?

15. 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).
- 15.1 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.

- 15.2 Greenfield Requirements: In new build (Greenfield) areas, where AT&T has only deployed FTTH/FTTC facilities, AT&T 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 predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
- 15.3 Overbuild Requirements: In FTTH/FTTC overbuild situations where AT&T also has copper loops, AT&T will make those copper loops available to CLEC on an unbundled basis, until such time as AT&T chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. AT&T's retirement of copper loops must comply with Applicable Law.
- 15.4 DS1/DS3 Requirements: Notwithstanding the above, nothing in this Section shall limit AT&T's obligation to offer CLECs unbundled DS1 and DS3 loops (or loop/transport combination), regardless of the Loop medium employed, in any wire center where AT&T is required to provide such loop facilities.

Issue 24 - What is the appropriate ICA language to implement AT&T's obligation to provide unbundled access to hybrid loops?

16. Hybrid loops are defined in the federal rules at 47 CFR §51.319(a)(2) as local loops, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide Level 3 with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between AT&T's central office and an End User's premises, but AT&T is not required to provide access to the packet switched features, functions and capabilities of its hybrid loops.
- 16.1 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

Issue 26: What is the appropriate ICA language to implement AT&T'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?

17. Routine Network Modifications

17.1 AT&T 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. AT&T shall make all routine network modifications to unbundled loop and transport facilities used by Level 3 at Level 3's request where the requested loop and/or transport facility has already been constructed. AT&T 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 AT&T 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; attaching electronic and other equipment that AT&T 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 Level 3.

17.2 AT&T shall perform routine network modifications pursuant to the existing non-recurring charges and recurring rates ordered by the Commission for the loop and transport facilities set forth in Exhibit A of Attachment 2 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 9 of this Agreement except to the extent AT&T demonstrates that such RNM were not anticipated in the setting of such intervals. If AT&T 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 Exhibit A of Attachment 2 of the Agreement, AT&T can seek resolution from the Commission. However, in the interim, AT&T 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.

18. Line Conditioning

18.1 AT&T shall perform line conditioning in accordance with FCC 47 C.F.R. 51.319 (a)(1)(iii). Line Conditioning is as defined in FCC 47 C.F.R. 51.319 (a)(1)(iii)(A). Insofar as it is technically feasible, AT&T shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

18.2 AT&T will remove load coils and bridged tap on copper Loops and Subloops of any length at rates set forth in Exhibit A of Attachment 2 of the Agreement.

Issue 29 - What is the appropriate ICA language to implement AT&T's EEL audit rights, if any, under the TRO?

19. EELs Audit provisions

- 19.1 After June 29, 2010, AT&T may, on an annual basis audit Level 3's records based on cause, in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, AT&T shall send a written Notice of Audit to Level 3 stating its concern that Level 3 is not complying with the service eligibility requirements. Such Notice of Audit will be delivered to Level 3 no less than thirty (30) calendar days prior to the date upon which AT&T seeks to commence an audit and shall include a listing of the circuits for which AT&T alleges noncompliance, including all supporting documentation and a list of three auditors from which Level 3 may choose one to conduct the audit.
- 19.2 The auditor selected shall be an independent third party retained and paid for by AT&T. 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 Level 3'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 Level 3 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.
- 19.3 To the extent the independent auditor's report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 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.
- 19.4 To the extent the independent auditor's report concludes that Level 3 failed to comply in all material respects with the service eligibility criteria, Level 3 shall reimburse AT&T for the cost of the independent auditor. To the extent the independent auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, AT&T will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 will maintain appropriate documentation to support its certifications.

Issue 25 – Under the FCC's definition of a loop found in 47 C.F.R. §51.319(a), is a mobile switching center or cell site an "end User customer's premises?"

20. Level 3 shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
21. 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 Level 3 may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

Issue 20 – a) What is the appropriate ICA language, if any, to address sub loop feeder or sub loop concentration? b) Do the FCC's rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities? C) What are the suitable points of access for sub-loops for multi-unit premises?

22. Subloop Elements

22.1 Where facilities permit, AT&T shall offer access to its Unbundled Subloop (USL) elements as specified herein.

22.2 Unbundled Subloop Distribution (USLD)

22.2.1 The USLD facility is a dedicated transmission facility that AT&T provides from an End User's point of demarcation to an AT&T cross-connect device. The AT&T 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. AT&T 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))

22.2.2 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.

22.2.3 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.

22.2.4 If Level 3 requests a UCSL and it is not available, Level 3 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.

22.2.5 USLD-INC is the distribution facility owned or controlled by AT&T 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.

22.2.6 Upon request for USLD-INC from Level 3, AT&T 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. AT&T will place cross-connect blocks in twenty five (25) pair increments for Level 3's use on this cross-connect panel. Level 3 will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

22.2.7 For access to Voice Grade USLD and UCSL, Level 3 shall install a cable to the AT&T 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 an AT&T technician within the AT&T cross-box during the set-up process. Level 3's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.

- 22.2.8 Through the SI process, AT&T will determine whether access to USLs at the location requested by Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3's request, then AT&T will perform the site set-up as described in the CLEC Information Package, located at AT&T Wholesale-Southeast Region Web Site at: <http://wholesale.att.com/>.
- 22.2.9 The site set-up must be completed before Level 3 can order Subloop pairs. For the site set-up in an AT&T cross-connect box in the field, AT&T will perform the necessary work to splice Level 3's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T 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.
- 22.2.10 Once the site set-up is complete, Level 3 will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 22.2.11 USLs will be provided in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specifications.
- 22.3 Unbundled Network Terminating Wire (UNTW)
- 22.3.1 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.
- 22.3.1.1 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.
- 22.3.2 Requirements
- 22.3.2.1 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.
- 22.3.2.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 22.3.2.3 In existing MDUs and/or MTUs in which AT&T does not own or control wiring (INC/NTW) to the End User's premises, and Level 3 does own or control such wiring, Level 3 will install UNTW Access

Terminals for AT&T under the same terms and conditions as AT&T provides UNTW Access Terminals to Level 3.

- 22.3.2.4 In situations in which AT&T activates a UNTW pair, AT&T will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.
- 22.3.2.5 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.
- 22.3.2.6 Access Terminal installation intervals will be established on an individual case basis.
- 22.3.2.7 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.
- 22.3.2.8 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.
- 22.3.2.9 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).
- 22.3.2.10 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.

- 22.3.2.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

RATES - Kentucky													Att: 2 Exh: 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	SOMECEC	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		342.24	342.24							
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		342.24	342.24							

**AMENDMENT TO EXTEND TERM DATE/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, AND AT&T SOUTH CAROLINA ("AT&T")
AT&T/LEVEL 3 COMMUNICATIONS, L.L.C.
041508**

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
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 AND AT&T SOUTH CAROLINA
AND
LEVEL 3 COMMUNICATIONS, L.L.C.**

The Interconnection Agreement dated June 23, 2004 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, and AT&T South Carolina ("AT&T") and Level 3 Communications, L.L.C. ("Level 3") ("Agreement") effective in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina is hereby amended as follows:

1. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from February 26, 2007 until February 26, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Level 3, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
2. The Agreement is also amended as follows to reflect prior changes of law, and Level 3 acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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.
5. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective on the date of the last signature executing the Amendment.

AMENDMENT TO EXTEND TERM DATE/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, AND AT&T SOUTH CAROLINA ("AT&T")
AT&T/LEVEL 3 COMMUNICATIONS, L.L.C.
041508

Level 3 Communications, L.L.C.

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, and AT&T
South Carolina

By: Jamie Moyer
Name: Jamie Moyer
(Print or Type)
Title: Senior Director, Interconnection
(Print or Type) Services
Date: 4-16-08

By: Kristen E. Shore
Name: Kristen E. Shore
Title: Director
Date: 4/23/08

FACILITIES-BASED OCN # _____

ACNA _____

Version: 10/18/07
Extension Amendment

[CCCS Amendment 2 of 2]

**Amendment to the Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Tennessee
Dated June 23, 2004**

Pursuant to this Amendment (the "Amendment"), Level 3 Communications, L.L.C. (Level 3), and BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T") hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 ("Agreement").

WITNESSETH:

WHEREAS, AT&T and Level 3 entered into the Agreement on June 23, 2004, and;

WHEREAS, on November 28, 2007, the Tennessee Regulatory Authority ("Authority") issued its Order in Docket No. 04-00381 ("Change of Law") Proceeding to Consider Amendments to Interconnection Agreements Resulting from Changes of Law; and

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Authority's Change of Law Order ("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. AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties agree that Attachment 2 of the Agreement should be amended by the addition of the terms and conditions set forth in the Tennessee Change of Law Amendment Exhibit A attached hereto, and such contract provisions shall apply to services provided in the State of Tennessee only.
3. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from February 26, 2007 until February 26, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Level 3, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
4. Conflict between this Amendment and the Agreement. 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, 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 Section 3.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
6. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
7. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 2 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
8. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
9. This Amendment shall be deemed effective on March 11, 2006 ("Effective Date").
10. Reservation of Rights. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

Level 3 Communications, L.L.C.

By:

Name:

Title:

Date:

Jamie Moyer

Jamie Moyer

Senior Director - Interconnection Services

7-1-08

BellSouth Telecommunications, Inc.
d/b/a AT&T Tennessee

By:

Name: Kristen E. Shore

Title: Director

Date:

Kristen E. Shore

7/7/08

OCN #

ACNA

TENNESSEE

Issue 2 – What is the appropriate manner in which to transition to post-TRRO arrangements?**1. Transition for DS1 and DS3 Loops**

- 1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 1.3 Excess DS1 and DS3 Loops are those Level 3 DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 1.3.1 Level 3 may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which such Loops are still subject to unbundling requirements.
- 1.3.2 Level 3 may obtain a maximum of one (1) Unbundled DS3 Loop to any single building in which such Loops are still subject to unbundling requirements.
- 1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 8, AT&T Tennessee shall make available the following DS1 and DS3 Loops only for Level 3's Embedded Base during the Transition Period:
 - 1.4.1 Unbundled DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
 - 1.4.2 Unbundled DS3 Loops at any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 1.5 A list of wire centers meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Accessible Letter CLECSE08-008 which is available on the AT&T Wholesale Web site.
- 1.6 Transition Period Pricing. From March 11, 2005, through the expiration of the Transition Period, AT&T Tennessee shall charge/collect a rate for Level 3's Embedded Base and Level 3's Excess DS1 and DS3 Loops equal to the higher of:
 - 1.6.1 115% of the rate paid for that element on June 15, 2004; or
 - 1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
 - 1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.

- 1.7 The Transition Period shall apply only to (1) Level 3's Embedded Base and (2) Level 3's Excess DS1 and DS3 Loops. Level 3 shall not add new DS1 or DS3 loops pursuant to this Agreement.
- 1.8 Once a wire center meets or exceeds both of the thresholds set forth in Section 1.4.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 1.9 Once a wire center meets or exceeds both of the thresholds set forth in Section 1.4.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 1.10 Within 30 days of executing this amendment, Level 3 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 AT&T Tennessee services. AT&T Tennessee will return a spreadsheet to Level 3 including finalized UNEs subject to conversion or disconnection no later than 30 days from receipt of Level 3's initial spreadsheet. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops and AT&T Tennessee will charge the switch as is rate for conversion to the equivalent tariff services.
- 1.11 If Level 3 failed to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before the time period identified in Section 1.10, AT&T Tennessee will identify Level 3's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent wholesale services provided by AT&T Tennessee. Those circuits identified and transitioned by AT&T Tennessee pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariff services.
- 1.12 For Embedded Base circuits and Excess DS1 and DS3 Loops converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
2. **Dark Fiber Loop**
- 2.1 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. AT&T Tennessee will not provide line terminating elements, regeneration or other electronics necessary for Level 3 to utilize Dark Fiber Loops.
- 2.2 Transition for Dark Fiber Loop
- 2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.2.3 During the Transition Period only, AT&T Tennessee shall make available for the Embedded Base Dark Fiber Loops for Level 3 at the terms and conditions set forth in this Amendment.

- 2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T Tennessee shall charge a rate for Level 3's Embedded Base of Dark Fiber Loops equal to the higher of:
- 2.2.4.1 115% of the rate paid for that element on June 15, 2004; or
- 2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.
- 2.2.4.4 The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not add new Dark Fiber Loops pursuant to this Agreement.
- 2.2.5 Effective September 11, 2006, Dark Fiber Loops shall no longer be made available pursuant to this Agreement.
- 2.2.6 Level 3 shall submit spreadsheets to AT&T Tennessee within 30 days of executing this amendment, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other AT&T Tennessee services. AT&T Tennessee will return a spreadsheet to Level 3 including finalized UNEs subject to conversion or disconnection no later than 30 days from receipt of Level 3's initial spreadsheet. Level 3 may transition from Dark Fiber Loops to other available wholesale facilities provided by AT&T Tennessee, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 14, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops and AT&T Tennessee will charge the switch as is rate for conversion to the equivalent tariff services. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 2.2.6.1 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base within 30 days of executing this amendment, AT&T Tennessee will identify Level 3's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T Tennessee service(s). Those circuits identified and transitioned by AT&T Tennessee pursuant to this Section 2.2.6.1 shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.
- 2.2.6.2 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 3. Local Switching**
- 3.1 Local Switching is not available pursuant to this Agreement
- 4. Dedicated Transport and Dark Fiber Transport**
- 4.1 Dedicated Transport. Dedicated Transport is defined as AT&T Tennessee's transmission facilities between wire centers or switches owned by AT&T Tennessee, or between wire centers or switches

owned by AT&T Tennessee and switches owned by Level 3, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Level 3. AT&T Tennessee 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 4.2 below, AT&T Tennessee shall not be required to provide to Level 3 unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by AT&T Tennessee ("Entrance Facilities").

- 4.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
- 4.2.1 For purposes of this Section 4.2, 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.
- 4.2.2 For purposes of this Section 4.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 4.2.6.1 or 4.2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 4.2.3 For purposes of this Section 4.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 4.2.4 For purposes of this Section 4.2, Excess DS1 and DS3 Dedicated Transport mean those Level 3 DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 4.2.6.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 4.2.5 For purposes of this Section 4.2, a Business Line is as defined in 47 C.F.R. §51.5.
- 4.2.6 Notwithstanding anything to the contrary in this Agreement, AT&T Tennessee shall make available the following Dedicated Transport as described in this Section 4.2 only for Level 3's Embedded Base and Excess Dedicated Transport during the Transition Period:
- 4.2.6.1 DS1 Transport where both wire centers at the end points of the route contain at least four (4) fiber-based collocators or at least 38,000 Business access lines.
- 4.2.6.2 DS3 Transport where both wire centers at the end points of the route contain at least three (3) fiber-based collocators or at least 24,000 Business access lines.
- 4.2.6.3 Level 3 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.
- 4.2.7 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Sections 4.2.6.1 and 4.2.6.2 above is set forth in Accessible Letter CLECSE08-008, which is available on AT&T's Wholesale Web site.

- 4.2.8 Notwithstanding anything to the contrary in this Agreement, AT&T Tennessee shall make available Entrance Facilities only for Level 3's Embedded Base Entrance Facilities and only during the Transition Period.
- 4.2.9 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T Tennessee shall charge/collect a rate for Level 3's Embedded Base of DS1 and DS3 Dedicated Transport and for Level 3's Excess DS1 and DS3 Dedicated Transport, as described in this Section 4.2, equal to the higher of:
- 4.2.9.1 115% of the rate paid for that element on June 15, 2004; or
- 4.2.9.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 4.2.9.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.2.9.
- 4.2.9.4 From March 11, 2005, through the completion of the Transition Period, AT&T Tennessee shall charge/collect a rate for Level 3's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.2.9.
- 4.2.10 The Transition Period shall apply only to (1) Level 3's Embedded Base and Embedded Base Entrance Facilities; and (2) Level 3's Excess DS1 and DS3 Dedicated Transport. Level 3 shall not add new Entrance Facilities pursuant to this Agreement. Further, Level 3 shall not add new DS1 or DS3 Dedicated Transport as described in this Section 4.2 pursuant to this Agreement.
- 4.2.11 Once a wire center exceeds either of the thresholds set forth in Section 4.2.6.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 4.2.12 Once a wire center exceeds either of the thresholds set forth in Section 4.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 4.2.13 Within 30 days of executing this amendment, Level 3 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 AT&T Tennessee services pursuant to Section 14 below. AT&T Tennessee will return a spreadsheet to Level 3 including finalized UNEs subject to conversion or disconnection no later than 30 days from receipt of Level 3's initial spreadsheet. 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 and AT&T Tennessee will charge the switch as is rate for conversion to the equivalent tariff services. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 4.2.14 If Level 3 failed to submit the spreadsheet(s) identifying its Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before the time period identified in Section 4.2.13, AT&T Tennessee will identify Level 3's remaining Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed AT&T Tennessee service(s). Those circuits identified and transitioned by AT&T Tennessee pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.

- 4.2.15 For Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.
- 4.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of inactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 4.3.1 below, AT&T Tennessee shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 4.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 4.3.2 For purposes of this Section 4.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 4.3.3 For purposes of this Section 4.3, Embedded Base means Dark Fiber Transport that was in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 4.3.5 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 4.3.4 Notwithstanding anything to the contrary in this Agreement, AT&T Tennessee shall make available the following Dark Fiber Transport as described in this Section 4.3 only for Level 3's Embedded Base during the Transition Period:
- 4.3.5 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.
- 4.3.6 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Section 4.3.5 above is set forth in Accessible Letter CLECSE08-008, which is available on AT&T's Wholesale Web site.
- 4.3.7 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T Tennessee shall charge/collect a rate for Level 3's Embedded Base of Dark Fiber and Embedded Base Dark Fiber Transport Entrance Facilities equal to the higher of:
- 4.3.7.1 115% of the rate paid for that element on June 15, 2004; or
- 4.3.7.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 4.3.7.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.3.7.

- 4.3.8 The Transition Period shall apply only to Level 3's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Level 3 shall not add new Dark Fiber Transport as described in this Section 4.3. Level 3 shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 4.3.9 Once a wire center exceeds either of the thresholds set forth in Section 4.3.5 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 4.3.10 Within 30 days of executing this amendment, Level 3 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 AT&T Tennessee services as Conversions. AT&T Tennessee will return a spreadsheet to Level 3 including finalized UNEs subject to conversion or disconnection no later than 30 days from receipt of Level 3's initial spreadsheet. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, and AT&T Tennessee will charge the switch as is rate for conversion to the equivalent tariff services.
- 4.3.11 If Level 3 fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before the time period identified in Section 4.3.10, AT&T Tennessee will identify Level 3's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed AT&T Tennessee service(s). Those circuits identified and transitioned by AT&T Tennessee pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.
- 4.3.12 For Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006.
5. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Level 3 shall undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Level 3 self-certifies that to the best of Level 3's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, except in wire centers set forth on the AT&T Master List of Unimpaired Wire Centers, AT&T Tennessee shall process the request in reliance upon Level 3's self-certification. To the extent AT&T Tennessee believes that such request does not comply with the terms of this Agreement, AT&T Tennessee shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T Tennessee's favor, AT&T Tennessee shall bill Level 3 the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T Tennessee's favor, Level 3 shall submit an LSR(s) or spreadsheet(s) identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.
- 5.1 In the event that (1) AT&T Tennessee designates a wire center as non-impaired, (2) Level 3 converts existing UNEs to other services or orders new services as services other than UNEs, (3) Level 3 otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (4) AT&T Tennessee acknowledges, or a state or federal agency

regulatory body with authority determines that, at the time AT&T Tennessee designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Level 3, AT&T Tennessee 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, AT&T Tennessee shall refund Level 3 the difference between the rate paid by Level 3 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.

6. AT&T Tennessee will not accept UNE orders for de-listed high capacity Loops or Dedicated Transport elements, as applicable, in the wire centers set forth on the Initial Unimpaired Wire Center List.

Issue 4 – What is the appropriate language to implement AT&T Tennessee'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. **(i) Business Line**

- 7.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5.

7.2 **(ii) Fiber-Based Collocation**

- 7.2.1 For purposes of this Amendment, a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5.

7.3 **(iii) Building**

- 7.3.1 A building shall be defined on a case-by case basis using the standard of a "reasonable person in the telecommunications industry."

7.4 **(iv) Route**

- 7.4.1 For purposes of this Amendment, a "Route" is, as defined in 47 C.F.R. § 51.5 and §51.319 (e).

Issue 5 – a) Does the Commission have the authority to determine whether or not AT&T Tennessee'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)?

8. **Modifications and Updates to the Wire Center List and Subsequent Transition Periods**

8.1 **DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Unimpaired Criteria in the Future**

- 8.2 In the event AT&T Tennessee identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 4.2.6.1 (DS1 transport) and 4.2.6.2 (DS3 transport)

but that were not included in the Initial unimpaired Wire Center List AT&T Tennessee shall include such additional wire centers in an Accessible Letter (AL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

- 8.3 Designation by AT&T Tennessee of additional "non-impaired" wire centers will be based on the following criteria:
- a. The CLLI of the wire center.
 - b. The number of switched business lines served by AT&T Tennessee in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
 - c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
 - d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
 - e. The names of any carriers relied upon as fiber-based collocators.
- 8.4 Level 3 shall have thirty (30) days to dispute the additional wire centers listed on AT&T Tennessee's AL AT&T Tennessee and Level 3 agree to resolve disputes concerning AT&T Tennessee's additional wire center designations in dispute resolution proceedings before the Commission.
- 8.4.1 Absent any such dispute being filed, effective thirty (30) business days after the date of an AT&T Tennessee AL providing a Subsequent Wire Center List, AT&T Tennessee shall not be required to unbundle DS1 and/or DS3 Loops or DS1 and/or DS3 Transport, as applicable, in such additional wire center(s).
- 8.5 AT&T Tennessee shall make available DS1 and DS3 Loops and Transport that were in service for Level 3 in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T Tennessee's AL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T Tennessee's AL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 8.6 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 8.7 The rates that shall apply to the Subsequent Embedded Base during the Subsequent Transition Period shall be as set forth in Sections 1.6 (DS1 and DS3 loops), 4.2.9 (DS1 and DS3 Transport).
- 8.8 No later than one hundred eighty (180) days from AT&T Tennessee's AL identifying the Subsequent Wire Center List, Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. Those circuits identified and converted to other AT&T Tennessee services shall be subject to the applicable switch-as-is rates.
- 8.9 If Level 3 fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within one hundred eighty (180) days after the date of AT&T Tennessee's AL identifying the Subsequent Wire Center List, AT&T Tennessee will identify Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified

and transitioned by AT&T Tennessee shall be subject to the applicable switch-as-is rates set forth in Exhibit A.

- 8.10 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

Issue 6 – Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?

9. 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.

10. 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 1 above, 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.

Issue 8 – (a) Does the Commission have the authority to require BellSouth to include in its ICAs entered into pursuant to Section 252, network elements either under state law or pursuant to Section 271 or any other federal law other than Section 251? (b) If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such element? (c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions of such elements?

11. This Attachment 2 Exhibit A sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T Tennessee offers to Level 3 for Level 3's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act.

Issue 10 – Transition of De-listed Network Elements to which No Specified Transition Period Applies. What rates terms and conditions should govern the transition of existing network elements that AT&T Tennessee 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 centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

12. Except to the extent expressly provided otherwise in this Attachment, Level 3 may not maintain unbundled network elements or combinations of unbundled network elements that are no longer offered pursuant to this Amendment (collectively "Arrangements"). In the event AT&T Tennessee determines that Level 3 has in place any Arrangements after the Effective Date of this Amendment, AT&T Tennessee shall provide Level 3 with thirty (30) days written notice to disconnect or convert such Arrangements. If Level 3 fails to submit orders to disconnect or convert such Arrangements within the aforementioned timeframes, AT&T Tennessee will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T Tennessee pursuant to this section shall be subject to 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's tariffs.

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)?

13. Commingling of Services

- 13.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Level 3 has obtained at wholesale from AT&T Tennessee, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Level 3 must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 13.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T Tennessee 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 AT&T Tennessee; or 2) shares part of AT&T Tennessee's network with access services or inputs for mobile wireless services and/or interexchange services.
- 13.3 Notwithstanding any other provision of this Agreement, AT&T Tennessee shall not be obligated to commingle or combine, pursuant to this Agreement, Network Elements, or Combinations with any service, network element or other offering that it is obligated to make available pursuant only to Section 271 of the Act.
- 13.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A of Attachment 2 and the remainder of the circuit or service will be billed in accordance with AT&T Tennessee's tariffed rates or rates set forth in a separate agreement between the Parties.
- 13.5 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the 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 AT&T Tennessee required to provide conversion of special access circuits to UNE pricing, and, if so, what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

14. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

- 14.1 Upon request, AT&T Tennessee shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Level 3 pursuant to this Agreement, or convert a Network Element or Combination that is available to Level 3 under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T Tennessee (collectively "Conversion"). AT&T Tennessee shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A of Attachment 2. AT&T Tennessee 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 AT&T Tennessee's receipt of a complete and accurate Conversion request from Level 3. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Level 3 and AT&T Tennessee. 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. AT&T Tennessee will 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.

- 14.2 Any outstanding conversions shall be effective on or after the effective date of this Agreement.

Issue 19 - LINE SPLITTING: What is the appropriate ICA language to implement AT&T Tennessee's obligations with regard to line splitting?

15. Line Splitting

- 15.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. AT&T Tennessee will facilitate Line Splitting over a Loop (UNE-L) purchased by Level 3 pursuant to this Agreement.
- 15.2 Line Splitting – UNE-L. In the event Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Space at the central office where the Loop terminates into a distribution frame or its equivalent.
- 15.3 Provisioning Line Splitting and Splitter Space – UNE-L
- 15.3.1 The Data LEC, Voice CLEC, a third party or AT&T Tennessee may provide the splitter. When Level 3 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. Where AT&T Tennessee owns the splitter, AT&T Tennessee shall provide the splitter functionality upon request and consistent with the FCC's rules, and shall establish the necessary processes in its OSS to facilitate Level 3's ability to engage in line splitting arrangements.
- 15.3.2 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.
- 15.4 CLEC Provided Splitter – Line Splitting
- 15.4.1 To order High Frequency Spectrum on a particular Loop, Level 3 must have a DSLAM collocated in the central office that serves the End User of such Loop.

- 15.4.2 CLEC must provide its own splitters in a central office and have installed its DSLAM in that central office.
- 15.4.3 Level 3 may purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 may use such splitters for access to its end users and to provide digital line subscriber services to its end users using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 15.4.4 Any splitters installed by Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may install any splitters that AT&T Tennessee deploys or permits to be deployed for itself or any AT&T Tennessee affiliate.
- 15.5 Maintenance – Line Splitting – UNE-L
- 15.5.1 AT&T Tennessee will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
- 15.5.2 AT&T Tennessee 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.
- 15.6 Indemnification
- 15.6.1 Level 3 shall indemnify, defend and hold harmless AT&T Tennessee from and against any claims, losses, actions, causes of action, suits, demands, damages, injury and costs including reasonable attorney fees, which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Level 3), except to the extent caused by AT&T Tennessee's gross negligence or willful misconduct.

Issue 22 – What is the appropriate ICA language, if any, to address call related databases?

- 16. Call Related Databases and Signaling**
- 16.1 Except for 911 and E911, AT&T Tennessee is not required to provide unbundled access to call related databases pursuant to Section 251.
- 16.2 911 and E911 Databases
- 16.2.1 AT&T Tennessee shall provide Level 3 with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 16.2.2 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. Level 3 will be required to provide the AT&T Tennessee 911 database vendor daily service order updates to E911 database in accordance with Section 14.3. below.
- 16.3 Technical Requirements
- 16.3.1 AT&T Tennessee's 911 database vendor shall provide Level 3 the capability of providing updates to the ALI/DMS database through a specified electronic interface. Level 3 shall contact AT&T Tennessee's 911 database vendor directly to request interface. Level 3 shall provide updates

directly to AT&T Tennessee's 911 database vendor on a daily basis. Updates shall be the responsibility of Level 3 and AT&T Tennessee shall not be liable for the transactions between Level 3 and AT&T Tennessee's 911 database vendor.

- 16.3.2 It is Level 3's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T Tennessee'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 AT&T Wholesale-Southeast Region Web site: http://wholesale.att.com/wholesale_markets/local/.
- 16.3.3 Level 3 shall conform to the AT&T Tennessee standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T Wholesale-Southeast Region Web site: http://wholesale.att.com/wholesale_markets/local/.
- 16.3.4 Stranded Unlocks are defined as End User records in AT&T Tennessee's ALI/DMS database that have not been migrated for over ninety (90) days to Level 3, 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 Level 3 to assume responsibility for such records.
- 16.3.5 Based upon End User record ownership information available in the NPAC database, AT&T Tennessee shall provide a Stranded Unlock annual report to Level 3 that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Level 3 shall review the Stranded Unlock report, identify its Customer records and request to either delete such records or migrate the records to Level 3 within two (2) months following the date of the Stranded Unlock report provided by AT&T Tennessee. Level 3 shall reimburse AT&T Tennessee for any charges AT&T Tennessee's database vendor imposes on AT&T Tennessee for the deletion of Level 3's records.

Issue 23 - What is the appropriate language to implement AT&T Tennessee'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 on this obligation?

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?

- 17. 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).
- 17.1 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.

- 17.2 Greenfield Requirements: In new build (Greenfield) areas, where AT&T Tennessee has only deployed FTTH/FTTC facilities, AT&T Tennessee 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 predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
- 17.3 Overbuild Requirements: In FTTH/FTTC overbuild situations where AT&T Tennessee also has copper loops, AT&T Tennessee will make those copper loops available to CLEC on an unbundled basis, until such time as AT&T Tennessee chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T Tennessee will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. AT&T Tennessee's retirement of copper loops must comply with Applicable Law.
- 17.4 DS1/DS3 Requirements: Notwithstanding the above, nothing in this Section shall limit AT&T Tennessee's obligation to offer CLECs unbundled DS1 and DS3 loops (or loop/transport combination), regardless of the Loop medium employed, in any wire center where AT&T Tennessee is required to provide such loop facilities.

Issue 24 - What is the appropriate ICA language to implement AT&T Tennessee's obligation to provide unbundled access to hybrid loops?

18. Hybrid loops are defined in the federal rules at 47 CFR §51.319(a)(2) as local loops, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T Tennessee shall provide Level 3 with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between AT&T Tennessee's central office and an End User's premises, but AT&T Tennessee is not required to provide access to the packet switched features, functions and capabilities of its hybrid loops.
- 18.1 AT&T Tennessee shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

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?

19. Routine Network Modifications

- 19.1 AT&T Tennessee 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. If AT&T Tennessee has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of

Attachment 2 of the Agreement, then AT&T Tennessee shall perform such RNM at no additional charge.

- 19.2 RNM shall be performed within the intervals established for the Network Element and subject to the service quality measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If AT&T Tennessee 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 Exhibit A of Attachment 2 of the Agreement, then AT&T Tennessee can submit TELRIC-based cost studies and seek approval from the Commission.

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?

20. In FTTH/FTTC overbuild areas where AT&T Tennessee has not yet retired copper facilities, AT&T Tennessee 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 Level 3. If a request is received by AT&T Tennessee for a copper Loop, and the copper facilities have not yet been retired, AT&T Tennessee will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T Tennessee's standard Loop provisioning interval will apply. If AT&T Tennessee is unable to meet the standard loop provisioning interval, then AT&T Tennessee must provide a 64Kbps voice grade channel over its FTTH/FTTC facilities while the copper is being restored.

Issue 29 - What is the appropriate ICA language to implement AT&T Tennessee's EEL audit rights, if any, under the TRO?

21. EELs Audit Provisions

- 21.1 After June 29, 2010, AT&T Tennessee may, on an annual basis, audit Level 3's records based on cause, in order to verify compliance with the high capacity EEL eligibility criteria. To invoke the audit, AT&T Tennessee shall send a written Notice of Audit to Level 3. Such Notice of Audit will be delivered to Level 3 no less than thirty (30) calendar days prior to the date upon which AT&T Tennessee seeks to commence an audit.
- 21.2 Such Notice of Audit to Level 3 shall state AT&T Tennessee's concern that Level 3 is not complying with the service eligibility requirements and a concise statement of the reasons therefore. AT&T Tennessee 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. AT&T Tennessee may select the independent auditor without the prior approval of Level 3, but AT&T Tennessee should identify the auditor selected to perform the audit prior to the audit commencing. AT&T Tennessee shall furnish a copy of the notice to the Commission. If Level 3 challenges the concern provided by AT&T Tennessee, or the independence of the auditor selected, AT&T Tennessee shall submit for Commission approval the letter of engagement between itself and its independent auditor along with a proposed methodology/procedure for conducting each EEL audit.

- 21.3 The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an “examination engagement” and issue a report regarding Level 3’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 Level 3 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.
- 21.4 To the extent the independent auditor’s report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 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.
- 21.5 To the extent the independent auditor’s report concludes that Level 3 did not comply in any material respect with the service eligibility criteria, Level 3 shall reimburse AT&T Tennessee for the cost of the independent auditor. To the extent the independent auditor’s report concludes that Level 3 did comply in all material respects with the service eligibility criteria, AT&T Tennessee will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) days of receipt of a statement of such costs.

Issue 25 – Under the FCC’s definition of a loop found in 47 C.F.R. §51.319(a), is a mobile switching center or cell site an “end User customer’s premises?”

22. Level 3 shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
23. 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 Level 3 may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

Issue 20 – a) What is the appropriate ICA language, if any, to address sub loop feeder or sub loop concentration? b) Do the FCC’s rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities? C) What are the suitable points of access for sub-loops for multi-unit premises?

24. Subloop Elements

- 24.1 Where facilities permit, AT&T Tennessee shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 24.2 Unbundled Subloop Distribution (USLD)
- 24.2.1 The USLD facility is a dedicated transmission facility that AT&T Tennessee provides from an End User’s point of demarcation to an AT&T Tennessee cross-connect device. The AT&T Tennessee 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. AT&T Tennessee 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))

- 24.2.2 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.
- 24.2.3 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.
- 24.2.4 If Level 3 requests a UCSL and it is not available, Level 3 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.
- 24.2.5 USLD-INC is the distribution facility owned or controlled by AT&T Tennessee 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.
- 24.2.6 Upon request for USLD-INC from Level 3, AT&T Tennessee 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. AT&T Tennessee will place cross-connect blocks in twenty five (25) pair increments for Level 3's use on this cross-connect panel. Level 3 will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 24.2.7 For access to Voice Grade USLD and UCSL, Level 3 shall install a cable to the AT&T Tennessee 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 an AT&T Tennessee technician within the AT&T Tennessee cross-box during the set-up process. Level 3's cable pairs can then be connected to AT&T Tennessee's USL within the AT&T Tennessee cross-box by the AT&T Tennessee technician.
- 24.2.8 Through the SI process, AT&T Tennessee will determine whether access to USLs at the location requested by Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3's request, then AT&T Tennessee will perform the site set-up as described in the CLEC Information Package, located at AT&T Wholesale-Southeast Region Web Site at: <http://wholesale.att.com/>.
- 24.2.9 The site set-up must be completed before Level 3 can order Subloop pairs. For the site set-up in an AT&T Tennessee cross-connect box in the field, AT&T Tennessee will perform the necessary work to splice Level 3's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T Tennessee 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.
- 24.2.10 Once the site set-up is complete, Level 3 will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

- 24.2.11 USLs will be provided in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specifications.
- 24.3 Unbundled Network Terminating Wire (UNTW)
- 24.3.1 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.
- 24.3.1.1 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.
- 24.3.2 Requirements
- 24.3.2.1 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.
- 24.3.2.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 24.3.2.3 In existing MDUs and/or MTUs in which AT&T Tennessee does not own or control wiring (INC/NTW) to the End User's premises, and Level 3 does own or control such wiring, Level 3 will install UNTW Access Terminals for AT&T Tennessee under the same terms and conditions as AT&T Tennessee provides UNTW Access Terminals to Level 3.
- 24.3.2.4 In situations in which AT&T Tennessee activates a UNTW pair, AT&T Tennessee will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.
- 24.3.2.5 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.
- 24.3.2.6 Access Terminal installation intervals will be established on an individual case basis.
- 24.3.2.7 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.

- 24.3.2.8 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.
- 24.3.2.9 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).
- 24.3.2.10 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.
- 24.3.2.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
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
AND
LEVEL 3 COMMUNICATIONS, L.L.C.**

The Interconnection Agreement dated June 23, 2004 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 Level 3 Communications, L.L.C. ("Level 3") ("Agreement") effective in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, is hereby amended as follows:

1. Sections 7.2, 7.2.1 and 7.2.2 of Attachment 3 - Network Interconnection are hereby deleted in their entirety and replaced with the following new sections 7.2, 7.2.1 and 7.2.2:
 - 7.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and all Local Traffic on a minute of use basis, at \$.0007 per minute of use.
 - 7.2.1 Intentionally Left Blank.
 - 7.2.2 Intentionally Left Blank.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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.
4. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective on the date of the last signature executing the Amendment.

**AMENDMENT TO REMOVE ISP GROWTH CAP LANGUAGE/
 BELL SOUTH 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")**
 SIGNATURE PAGE 1 OF 1
 Level 3
 VERSION - 10/09/08

Level 3 Communications, L.L.C.

**BellSouth Telecommunications Inc, d/b/a AT&T
 Alabama, d/b/a AT&T Florida, d/b/a AT&T Georgia,
 d/b/a AT&T Kentucky, d/b/a AT&T Louisiana, d/b/a
 AT&T Mississippi, d/b/a AT&T North Carolina, d/b/a
 AT&T South Carolina, d/b/a AT&T Tennessee by AT&T
 Operations, Inc., its authorized agent**

Level 3 Communications, L.L.C.

By: *Janice Mayer*

Name: Janice Mayer

Title: Sr. Dir - Interconnection Services

Date: 3/23/09

By: *Eddie A. Reed, Jr.*

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4-24-09

	Resale OCN	UNE OCN	Switch Based OCN
ALABAMA	_____	_____	_____
FLORIDA	_____	_____	_____
GEORGIA	_____	_____	_____
KENTUCKY	_____	_____	_____
LOUISIANA	_____	_____	_____
MISSISSIPPI	_____	_____	_____
NORTH CAROLINA	_____	_____	_____
SOUTH CAROLINA	_____	_____	_____
TENNESSEE	_____	_____	_____
ACNA	_____		

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
QWEST COMMUNICATIONS COMPANY, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T NORTH CAROLINA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA ("AT&T NORTH CAROLINA") (previously referred to as Bell South Telecommunications, Inc. d/b/a AT&T NORTH CAROLINA) and Qwest Communications Company, LLC ("CLEC"). AT&T NORTH CAROLINA and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T NORTH CAROLINA and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved February 23, 2011 and as subsequently amended (the "Agreement"); 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 Interconnection Agreement is amended to add Attachment Structure Access.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. 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.

AMENDMENT – STRUCTURE ACCESS/AT&T-22STATE
PAGE 2 OF 2
QWEST COMMUNICATIONS COMPANY, LLC
081111

Qwest Communications Company, LLC

BellSouth Telecommunications, LLC d/b/a
AT&T NORTH CAROLINA by AT&T Services,
Inc., its authorized agent

By: Diane Wright

By: Patrick Doherty

Printed: Diane Wright

Printed: Patrick Doherty

Title: Sr. Contract Analyst
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 08/18/2011

Date: AUG 23 2011

Resale OCN

CLEC OCN

NORTH CAROLINA 7560

406G

ACNA - LGT

ATTACHMENT-STRUCTURE ACCESS

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1.0 Introduction

- 1.1 This Attachment-Structure Access (here-on referred to as "Appendix") sets forth the terms and conditions for Right(s) of Way (ROW), Conduits and Poles provided by AT&T-22STATE and CLEC.

2.0 Definitions

- 2.1 "Anchor" means 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 does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by AT&T-22STATE, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 2.2 "Anchor/Guy Strand" means 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.
- 2.3 "Application" means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for AT&T-22STATE-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) 100 consecutive Poles or 2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 2.4 "Assigned" when used with respect to Conduit or Duct space or Poles, means 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. 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 AT&T-22STATE or a new entrant, within twelve (12) months of the space being Assigned.
- 2.5 "Attaching Party" means any Party wishing to make a physical Facility Attachment on or in any AT&T structure.
- 2.6 "Attachment" as used herein means the physical connection to AT&T-22STATE's ROW and all associated Structure Access connectivity.
- 2.7 "Available" when used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 2.8 "Conduit" means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 2.9 "Conduit Occupancy" means the presence of wire, cable, optical conductors, or other Facilities within any portion of AT&T-22STATE's Conduit System.
- 2.10 "Conduit System" means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Appendix, the term refers to Conduit Systems owned or controlled by AT&T-22STATE.
- 2.11 "Cost" means the charges made by AT&T-22STATE to CLEC for specific work performed, and shall be (a) the actual charges made by subcontractors to AT&T-22STATE for work and/or, (b) if the work was performed by AT&T-22STATE employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.
- 2.12 "Duct" means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Appendix, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

- 2.13 "Facilities" refer to any property or equipment used in the provision of Telecommunications Services.
- 2.14 "Handholes" means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 2.15 "Inner-Duct" means a pathway created by subdividing a Duct into smaller channels.
- 2.16 "Joint User" means a public utility (as a business organization, like an electric company, performing a public service and subject to special governmental regulation) which has entered into an Agreement with AT&T-22STATE providing reciprocal rights of attachment of Facilities owned by each Party to the Poles, Ducts, Conduits and ROW owned by the other Party.
- 2.17 "Joint Use Pole" means a pole not owned by AT&T-22STATE, but upon which AT&T-22STATE maintains its Facilities.
- 2.18 "Lashing" means an Attachment of a Sheath or Inner-Duct to a supporting strand.
- 2.19 "License" means any License issued pursuant to this Appendix and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by AT&T-22STATE.
- 2.20 "Make-Ready Work" means all work performed or to be performed to prepare AT&T-22STATE's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of CLEC'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 CLEC's Facilities and not to meet AT&T-22STATE's business needs or convenience. Make-Ready Work may require "dig ups" of existing Facilities and may include the repair, enlargement or modification of AT&T-22STATE'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 CLEC's Facilities.
- 2.21 "Manhole" means 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.
- 2.22 "Occupancy" means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.
- 2.23 "Overlashing" involves an attacher tying communication conductors to existing, supportive strands of cable on poles, which enables attachers to replace deteriorated cables or expand the capacity of existing facilities while reducing construction disruption and associated expense.
- 2.24 "Pole" means both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T-22STATE, and does not include utility Poles or Anchors with respect to which AT&T-22STATE has no legal authority to permit attachments by other persons or entities.
- 2.25 "Pole Attachment Act" and "Pole Attachment Act of 1978" means those provisions of the Act, as amended, now codified as 47 U.S.C. § 224.
- 2.26 "Pre-License Survey" means 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 CLEC's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate CLEC's Facilities.
- 2.27 "Right(s) of Way (ROW)" means the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

- 2.28 "Sheath" or "Sheathing" means an outer covering containing communications wires, fibers, or other communications media.
- 2.29 "Spare Capacity" means any Poles, 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 AT&T-22STATE, CLEC, or a Third Party for maintenance, repair, or emergency restoration.

3.0 General Provisions

3.1 Undertaking of AT&T-22STATE:

- 3.1.1 AT&T-22STATE shall provide CLEC with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and ROW on terms and conditions equal to those provided by AT&T-22STATE to itself or to any other Telecommunications Service provider. Further, AT&T-22STATE shall not withhold or delay assignment of such Facilities to CLEC because of the potential or forecasted needs of itself or Third Parties.

3.2 Attachments and Occupancies Authorized by this Appendix:

- 3.2.1 AT&T-22STATE shall issue one or more Licenses to CLEC authorizing CLEC to attach Facilities to AT&T-22STATE's owned or controlled Poles and to place Facilities within AT&T-22STATE's owned or controlled Conduits, Ducts or ROW under the terms and conditions set forth in this Appendix and the Act.
- 3.2.2 Unless otherwise provided herein, authority to attach Facilities to AT&T-22STATE's owned or controlled Poles, to place Facilities within AT&T-22STATE's owned or controlled Conduits, Ducts or ROW shall be granted only in individual Licenses granted under this Appendix and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Appendix.
- 3.2.3 CLEC agrees that its attachment of Facilities to AT&T-22STATE's owned or controlled Poles, occupancy of AT&T-22STATE's owned or controlled Conduits, Ducts or ROW shall take place pursuant to the licensing procedures set forth herein, and AT&T-22STATE agrees that it shall not unreasonably withhold or delay issuance of such Licenses.
- 3.2.4 CLEC may not sublease or otherwise authorize any Third Party to use any part of the AT&T-22STATE Facilities licensed to CLEC under this Appendix, except that CLEC may lease its own Facilities to Third Parties, or allow Affiliates to over lash cables to CLEC cables. Notwithstanding the above, upon Notice to AT&T-22STATE, CLEC may permit Third Parties who have an Agreement with AT&T-22STATE to over lash to existing CLEC attachments in accordance with the terms and conditions of such Third Party's Agreement with AT&T-22STATE.
- 3.2.5 Attaching Party warrants that any overlash the Attaching Party conducts or permits (via a third party or contractor) shall meet the following requirements: (1) the overlash complies with the NESC and any other industry standards; (2) the Attaching Party has computed the pole loading with the additional overlash facility, and the pole will not be overloaded with the addition of the overlash facility; (3) the Attaching Party has determined that no make ready is necessary to accommodate the overlash facility, or will insure that any make-ready necessary will be conducted before the overlash occurs. Attaching Party agrees to indemnify AT&T-22STATE should any of the warranties be breached.

3.3 Licenses:

- 3.3.1 Subject to the terms and conditions set forth in this Appendix, AT&T-22STATE shall issue to CLEC one or more Licenses per state authorizing CLEC to place or attach Facilities in or to specified Poles, Conduits, Ducts or ROW owned or controlled by AT&T-22STATE located within the state on a "first-come, first-served" basis. AT&T-22STATE may deny a License Application if AT&T-22STATE determines that the

Pole, Conduit or Duct space specifically requested by CLEC is necessary to meet AT&T-22STATE's present needs, or is Licensed by AT&T-22STATE to another CLEC, or is otherwise unavailable based on engineering concerns. AT&T-22STATE shall provide written Notice to CLEC within a reasonable time specifying in detail the reasons for denying CLEC's request. AT&T-22STATE shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which CLEC's Facilities will enter and exit AT&T-22STATE's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by AT&T-22STATE to occupy the Conduit System.

3.4 Access and Use of ROW:

- 3.4.1 AT&T-22STATE acknowledges that it is required by the Act to afford CLEC access to and use of all associated ROW to any sites where AT&T-22STATE's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of AT&T-22STATE's owned or controlled Conduit Systems are located.
- 3.4.2 AT&T-22STATE shall provide CLEC with access to and use of such ROW to the same extent and for the same purposes that AT&T-22STATE may access or use such ROW, 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 ROW use Licenses have been issued, provided that any Agreement with a Third Party under which AT&T-22STATE holds such rights expressly or impliedly grants AT&T-22STATE the right to provide such rights to others.
- 3.4.3 Where AT&T-22STATE notifies CLEC that AT&T-22STATE's Agreement with a Third Party does not expressly or impliedly grant AT&T-22STATE the ability to provide such access and use rights to others, upon CLEC's request, AT&T-22STATE will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse AT&T-22STATE for the reasonable and demonstrable Costs incurred by AT&T-22STATE in obtaining such rights for CLEC.
- 3.4.4 In cases where a Third Party Agreement does not grant AT&T-22STATE the right to provide access and use rights to others as contemplated in Section 0 above and AT&T-22STATE, despite its best efforts, is unable to secure such access and use rights for CLEC in accordance with Section 0 above, or, in the case where CLEC elects not to invoke its rights under Section 3.4.2 or Section 3.4.3, CLEC shall be responsible for obtaining such permission to access and use such ROW. AT&T-22STATE shall cooperate with CLEC in obtaining such permission and shall not prevent or delay any Third Party assignment of ROWs to CLEC.
- 3.4.5 Where AT&T-22STATE has any ownership or ROW to buildings or building complexes, or within buildings or building complexes, AT&T-22STATE shall offer to CLEC through a License or other attachment:
- 3.4.5.1 The right to use any available space owned or controlled by AT&T-22STATE in the building or building complex to install CLEC equipment and Facilities; and
- 3.4.5.2 Ingress and egress to such space.
- 3.4.6 Except to the extent necessary to meet the requirements of the Act, neither this Appendix nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private ROW, and nothing contained in this Appendix 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 ROW.

3.5 No Effect on AT&T-22STATE's Right to Convey Property:

- 3.5.1 Nothing contained in this Appendix or in any License issued hereunder shall in any way affect the right of AT&T-22STATE 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 CLEC has attached or placed Facilities pursuant to Licenses

issued under this Appendix provided however that AT&T-22STATE shall give CLEC reasonable advance written Notice of such intent to convey.

3.5.2 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to CLEC. AT&T-22STATE shall have the right to grant, renew and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Appendix and CLEC's rights hereunder.

3.6 No Effect on AT&T-22STATE's Rights to Manage its Own Facilities:

3.6.1 This Appendix shall not be construed as limiting or interfering with AT&T-22STATE's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.6.1.1 To locate, relocate, move, replace, modify, maintain, and operate AT&T-22STATE's own Facilities within AT&T-22STATE's Conduits, Ducts or ROW or any of AT&T-22STATE's Facilities attached to AT&T-22STATE's Poles at any time and in any reasonable manner which AT&T-22STATE deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.6.1.2 enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in AT&T-22STATE's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not substantially interfere with CLEC's Pole Attachment, Conduit Occupancy or ROW use rights provided by Licenses issued pursuant to this Appendix.

3.7 No Effect on CLEC's Rights to Manage its Own Facilities:

3.7.1 This Appendix shall not be construed as limiting or interfering with CLEC's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.7.1.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within AT&T-22STATE's Conduits, Ducts or ROW or its Facilities attached to AT&T-22STATE's Poles at any time and in any reasonable manner which CLEC deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.7.1.2 To enter into new agreements or arrangements with other persons or entities permitting CLEC to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or ROW; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not conflict with CLEC's obligations under Licenses issued pursuant to this Appendix.

3.8 No Right to Interfere with Facilities of Others:

3.8.1 The provisions of this Appendix or any License issued hereunder shall not be construed as authorizing either Party to this Appendix 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 Appendix or any License issued hereunder or by the Act or other applicable laws, rules or regulations.

3.8.2 CLEC acknowledges that the Facilities of persons or entities other than AT&T-22STATE and CLEC may be attached to or occupy AT&T-22STATE's Poles, Conduits, Ducts and ROW.

3.8.3 AT&T-22STATE shall not attach, or give permission to any Third Parties to attach Facilities to, existing CLEC Facilities without CLEC's prior written consent. If AT&T-22STATE becomes aware of any such unauthorized attachment to CLEC Facilities, AT&T-22STATE shall use its best efforts to rectify the situation as soon as practicable.

3.8.4 With respect to Facilities occupied by CLEC or the subject of an Application for attachment by CLEC, AT&T-22STATE will give to CLEC sixty (60) calendar days written Notice for Conduit extensions or reinforcements, sixty (60) calendar days written Notice for Pole line extensions, sixty (60) calendar days written Notice for Pole replacements, and sixty (60) calendar days written Notice of AT&T-22STATE's intention to construct, reconstruct, expand or place such Facilities or of AT&T-22STATE's intention not to maintain or use any existing Facility.

3.8.4.1 Where AT&T-22STATE elects to abandon or remove AT&T-22STATE Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate Agreement with AT&T-22STATE to transfer (purchase Attachment) ownership from AT&T-22STATE to that existing occupant, subject to then-existing licenses pertaining to such Facilities. If none of the existing occupants elect to maintain such Facilities, all occupants will be required to remove their existing Facilities within ninety (90) calendar days of written Notice from AT&T-22STATE.

3.8.4.2 If an emergency or provisions of an applicable joint use Agreement require AT&T-22STATE to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by CLEC or the subject of an Application for Attachment by CLEC, AT&T-22STATE will notify CLEC as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable CLEC, 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 CLEC.

3.8.5 Upon request and at CLEC's expense, AT&T-22STATE shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. AT&T-22STATE retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, AT&T-22STATE reserves the right to remove retired cables and is under no obligation to allow CLEC the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

3.9 Assignment of Space:

3.9.1 Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by AT&T-22STATE on an equal basis to AT&T-22STATE, CLEC and other Telecommunication Service providers.

4.0 Insurance

4.1 At all times during the term of this Agreement, CLEC shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

4.1.1 With respect to CLEC's performance under this Agreement, and in addition to CLEC's obligation to indemnify, CLEC shall at its sole cost and expense:

- 4.1.1.1 maintain the insurance coverage and limits required by this Section 4.0 and any additional insurance and/or bonds required by law:

at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;

- 4.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 4.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and

- 4.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, CLEC may procure insurance from the state fund of the state where work is to be performed; and

- 4.1.1.4 deliver to **AT&T-22STATE** certificates of insurance stating the types of insurance and policy limits. CLEC shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to **AT&T-22STATE**. CLEC shall deliver such certificates:

4.1.1.4.1 prior to execution of this Agreement and prior to commencement of any Work;

4.1.1.4.2 prior to expiration of any insurance policy required in this Section 4.0.

- 4.1.2 The Parties agree:

- 4.1.2.1 the failure of **AT&T-22STATE** to demand such certificate of insurance or failure of **AT&T-22STATE** to identify a deficiency will not be construed as a waiver of CLEC's obligation to maintain the insurance required under this Agreement;

- 4.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CLEC, nor be deemed as a limitation on CLEC's liability to **AT&T-22STATE** in this Agreement;

- 4.1.2.3 CLEC may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

- 4.1.2.4 CLEC is responsible for any deductible or self-insured retention.

- 4.2 The insurance coverage required by this Section 4.0 includes:

- 4.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

- 4.2.1.1 \$500,000 for Bodily Injury – each accident; and
- 4.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and
- 4.2.1.3 \$500,000 for Bodily Injury by disease – each employee.
- 4.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-22STATE, its Affiliates, and their directors, officers and employees.
- 4.2.2 In states where Workers' Compensation insurance is a monopolistic state-run system, CLEC shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
- 4.2.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
 - 4.2.3.1 \$2,000,000 General Aggregate limit; and
 - 4.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
 - 4.2.3.3 \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury; and
 - 4.2.3.4 \$2,000,000 Products/Completed Operations Aggregate limit; and
 - 4.2.3.5 \$1,000,000 each occurrence limit for Products/Completed Operations; and
 - 4.2.3.6 \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).
- 4.2.4 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for CLECs who collocate on AT&T-22STATE's premises with limits of at least:
 - 4.2.4.1 \$10,000,000 General Aggregate limit; and
 - 4.2.4.2 \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
 - 4.2.4.3 \$5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and
 - 4.2.4.4 \$10,000,000 Products/Completed Operations Aggregate limit; and
 - 4.2.4.5 \$5,000,000 each occurrence limit for Products/Completed Operations; and
 - 4.2.4.6 \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).
- 4.2.5 The Commercial General Liability insurance policy must:

4.2.5.1 include AT&T-22STATE, its Affiliates, and their directors, officers, and employees as Additional Insureds. A Collocated CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-22STATE. The Additional Insured endorsement may either be specific to AT&T-22STATE or may be “blanket” or “automatic” addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-22STATE, its Affiliates, and their directors, officers and employees; and

4.2.5.2 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-22STATE.

4.2.6 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

4.3 This Section 4.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

5.0 Requirements and Specifications

5.1 Industry recognized standards are incorporated below by reference. CLEC 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:

5.1.1 The Blue Book Manual of Construction Procedures, Special Report SR TAP 001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. (“BellCore”), and sometimes referred to as the “Blue Book”;

5.1.2 The National Electrical Code (NEC); and

5.1.3 The current version of The National Electrical Safety Code (NESC).

5.2 Changes in Industry Recognized Standards:

5.2.1 CLEC agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Section 5.1 above of this Appendix if required by law to do so or upon the mutual Agreement of the Parties.

5.3 Additional Electrical Design Specifications:

5.3.1 CLEC agrees that, in addition to specifications and requirements referred to in Section 5.1 above, CLEC’s Facilities placed in AT&T-22STATE’s Conduit System shall meet all of the following electrical design specifications:

5.3.1.1 No Facility shall be placed in AT&T-22STATE’s Conduit System in violation of FCC regulations.

5.3.1.2 CLEC’s Facilities placed in AT&T-22STATE’s Conduit System shall not be designed to use the earth as the sole conductor for any part of CLEC’s circuits.

5.3.1.3 CLEC’s Facilities carrying more than 50 volts AC rms (root mean square) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

- 5.3.1.4 No coaxial cable of CLEC shall occupy a Conduit System containing AT&T-22STATE's cable unless such cable of CLEC meets the voltage limitations of Article 820 of the National Electrical Code referred to in Section 0 above.
- 5.3.1.5 CLEC's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half (1/2) 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.
- 5.3.1.6 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.

5.4 Additional Physical Design Specifications:

- 5.4.1 CLEC's Facilities placed in AT&T-22STATE's Conduit System must meet all of the following physical design specifications:
 - 5.4.1.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T-22STATE's Conduit or Ducts.
 - 5.4.1.2 The integrity of AT&T-22STATE's Conduit System and overall safety of AT&T-22STATE's personnel and other personnel working in AT&T-22STATE's Conduit System requires that "dielectric cable" be placed when CLEC'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.
 - 5.4.1.3 New construction splices in CLEC's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

5.5 Additional Specifications Applicable to Connections:

- 5.5.1 The following specifications apply to connections of CLEC's Conduit to AT&T-22STATE's Conduit System:
 - 5.5.1.1 CLEC will be permitted to connect its Conduit or Duct only at an AT&T-22STATE Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install CLEC Facilities will be performed by CLEC or its contractor at CLEC's expense. In no event shall CLEC or its contractor "core bore" or make any other modification to AT&T-22STATE Manhole(s) without the prior written approval of AT&T-22STATE, which approval will not be unreasonably delayed or withheld.
 - 5.5.1.2 If CLEC constructs or utilizes a Duct connected to AT&T-22STATE's Manhole, the Duct and all connections between that Duct and AT&T-22STATE's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T-22STATE's Conduit System. If CLEC'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 AT&T-22STATE's Conduit System.

5.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally:

- 5.6.1 Duct clearing, rodding or modifications required to grant CLEC access to AT&T-22STATE's Conduit

- Systems may be performed by AT&T-22STATE at CLEC's expense at charges which represent AT&T-22STATE's actual Costs. Alternatively (at CLEC's option) such work may be performed by a contractor who demonstrates compliance with AT&T-22STATE certification requirements, which certification requirements shall be consistent with F.C.C. rules. The Parties acknowledge that CLEC, its contractors, and other persons acting on CLEC's behalf will perform work for CLEC (e.g., splicing CLEC's Facilities) within AT&T-22STATE's Conduit System. CLEC represents and warrants that neither CLEC nor any Person Acting on CLEC's behalf shall permit any person to climb or work on or in any of AT&T-22STATE's Poles or to enter AT&T-22STATE's Manholes or work within AT&T-22STATE'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.
- 5.6.2 CLEC's Facilities within AT&T-22STATE's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in Section 6.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of CLEC's Facilities.
- 5.6.3 Rodding or clearing of Ducts in AT&T-22STATE's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T-22STATE, which authorization shall not be unreasonably delayed or withheld by AT&T-22STATE. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. CLEC may contract with AT&T-22STATE for performance of such work or (at CLEC's option) with a contractor who demonstrates compliance with AT&T-22STATE certification requirements.
- 5.6.4 Personnel performing work on AT&T-22STATE's or CLEC's behalf in AT&T-22STATE'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 AT&T-22STATE's Conduit System.
- 5.6.5 Personnel performing work on AT&T-22STATE's or CLEC's behalf within AT&T-22STATE'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.
- 5.6.6 All of CLEC's Facilities shall be firmly secured and supported in accordance with Telcordia and industry standards as referred to in Section 5.1 above.
- 5.6.7 Identification of Facilities in Conduit/Manholes:
- 5.6.7.1 CLEC's Facilities shall be plainly identified with CLEC's name in each Manhole with a firmly affixed permanent tag that meets standards set by AT&T-22STATE for its own Facilities.
- 5.6.8 Identification of Pole Attachments.
- 5.6.8.1 CLEC's Facilities attached to AT&T-22STATE Poles shall be plainly identified with CLEC's name firmly affixed at each Pole by a permanent tag that meets industry standards as referred to in Section 5.1 above.
- 5.6.9 Manhole pumping and purging required in order to allow CLEC's work operations to proceed shall be performed by a vendor approved by AT&T-22STATE in compliance with AT&T-22STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures", and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 5.6.10 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.

- 5.6.11 Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's Facilities within **AT&T-22STATE**'s Conduit System shall be of a type approved by **AT&T-22STATE** or Telcordia as referenced in Section 5.1 above.
- 5.6.12 When CLEC or personnel performing work on CLEC's behalf are working within or in the vicinity of any part of **AT&T-22STATE**'s Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled ROW, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. **AT&T-22STATE** shall have no responsibility for the safety of personnel performing work on CLEC'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. **AT&T-22STATE** reserves the right to suspend CLEC's activities on, in or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System if, in **AT&T-22STATE**'s reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of CLEC or any personnel performing work on CLEC's behalf, which suspension shall cease when the condition has been rectified.
- 5.6.13 Except for protective screens, no temporary cover shall be placed by CLEC or personnel performing work on CLEC's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.
- 5.6.14 Smoking or the use of any open flame is prohibited in **AT&T-22STATE**'s Manholes, in any other portion of **AT&T-22STATE**'s Conduit System, or within ten (10) feet 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.
- 5.6.15 Artificial lighting, when required, will be provided by CLEC. Only explosion proof lighting fixtures shall be used.
- 5.6.16 Neither CLEC nor personnel performing work on CLEC's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in **AT&T-22STATE**'s Conduit System (including any Manhole) during work operations performed within or in the vicinity of **AT&T-22STATE**'s Conduit System.
- 5.6.17 CLEC will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in **AT&T-22STATE**'s Manholes, in any other portions of **AT&T-22STATE**'s Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 5.7 Opening of Manholes:
- 5.7.1 The following requirements apply to the opening of **AT&T-22STATE**'s Manholes and the authority of **AT&T-22STATE** personnel present when work on CLEC's behalf is being performed within or in the vicinity of **AT&T-22STATE**'s Conduit System.

- 5.7.1.1 AT&T-22STATE's Manholes shall be opened only as permitted by AT&T-22STATE's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 5.7.1.2 CLEC shall notify AT&T-22STATE forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T-22STATE's Manholes.
 - 5.7.1.3 CLEC shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
 - 5.7.1.4 AT&T-22STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site. The presence of AT&T-22STATE's authorized employee or agent at the work site shall not relieve CLEC or personnel performing work on CLEC's behalf of their responsibility to conduct all work operations within AT&T-22STATE's Conduit System in a safe and workmanlike manner.
 - 5.7.1.5 Although AT&T-22STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site, AT&T-22STATE's employee or agent shall have the authority to suspend CLEC's work operations within AT&T-22STATE's Conduit System if, in the reasonable discretion of such AT&T-22STATE employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by CLEC or personnel performing work on CLEC's behalf.
- 5.8 Occupational Safety and Health Administration (OSHA) Compliance: Notice to AT&T-22STATE of Unsafe Conditions:
- 5.8.1 CLEC agrees that:
 - 5.8.1.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with OSHA's rules and regulations promulgated thereunder.
 - 5.8.1.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors shall, when working on or within AT&T-22STATE's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder.
 - 5.8.1.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this Section.
 - 5.8.1.4 CLEC (and any Person Acting on CLEC's Behalf) may report unsafe conditions on, in or in the vicinity of AT&T-22STATE's Poles or Conduit System to AT&T-22STATE.
- 5.9 Compliance with Environmental Laws and Regulations:
- 5.9.1 CLEC acknowledges that, from time to time, environmental contaminants may enter AT&T-22STATE's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (Transite type) are constructed with asbestos-containing materials. If AT&T-22STATE has knowledge of the presence of such contaminants in a Conduit for which CLEC has applied for or holds a License, AT&T-22STATE will promptly notify CLEC of such fact.
- 5.10 Notwithstanding any of AT&T-22STATE's notification requirements in this Appendix, CLEC acknowledges that some of AT&T-22STATE's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit", "Transite", or "Johns-Manville". Until proven otherwise, CLEC 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.

- 5.11 AT&T-22STATE makes no representations to CLEC or personnel performing work on CLEC's behalf that AT&T-22STATE's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. CLEC agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 5.11.1 CLEC'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).
- 5.11.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T-22STATE'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.
- 5.11.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section. AT&T-22STATE will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by AT&T-22STATE pursuant to this section will be provided in a timely manner.
- 5.11.4 CLEC and all personnel performing work on CLEC's behalf shall comply with such standards and practices as AT&T-22STATE and CLEC may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, AT&T-22STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither CLEC nor AT&T-22STATE nor personnel performing work on either Party's behalf shall discharge water or any other substance from any AT&T-22STATE 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. No such waste material shall be deposited on AT&T-22STATE premises for storage or disposal.

- 5.12 Compliance with Other Governmental Requirements:

- 5.12.1 CLEC agrees that its Facilities attached to AT&T-22STATE's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. CLEC shall comply with all 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. CLEC shall establish appropriate procedures and controls to assure such compliance by all persons acting on CLEC's behalf, including but not limited to, CLEC's employees, agents, contractors, and subcontractors.

- 5.13 Differences in Standards or Specifications:

- 5.13.1 To the extent that there may be differences in any applicable standards or specifications referred to in Section 5.0 above, the most stringent standard or specification shall apply.

- 5.14 CLEC Solely Responsible for the Condition of Its Facilities:

- 5.14.1 CLEC 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 above. In this regard, AT&T-22STATE shall have no duty to CLEC to inspect or monitor the condition of CLEC's Facilities (including but not limited to splices and other Facilities connections) located within AT&T-22STATE's Conduit and Ducts or any attachment of CLEC's Facilities to AT&T-22STATE's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. AT&T-22STATE may, however, conduct such inspections and audits of its Poles and Conduit System as AT&T-22STATE determines reasonable or necessary. Such inspection and audits shall be conducted at AT&T-22STATE's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed CLEC violation of the requirements of this Appendix; and (2) inspection of CLEC Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by CLEC.

5.14.2 Either Party may audit the other Party's compliance with the terms of this Section.

5.14.3 Observed safety hazards or imminent Facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.

5.15 Efficient use of Conduit:

5.15.1 AT&T-22STATE will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by AT&T-22STATE.

6.0 Additional CLEC Responsibilities

6.1 Third Party Property Owners:

6.1.1 Licenses granted under this Section authorize CLEC to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by AT&T-22STATE but do not affect the rights of landowners to control terms and conditions of access to their property.

6.1.1.1 CLEC agrees that neither CLEC nor any persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T-22STATE'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 CLEC'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 CLEC's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

6.2 Required Permits, Certificates and Licenses:

6.2.1 CLEC shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

6.2.2 CLEC shall not attach or place its Facilities to or in AT&T-22STATE's Poles, Conduit or Duct located on any property for which it or AT&T-22STATE has not first obtained all required authorizations.

6.2.3 AT&T-22STATE shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay AT&T-22STATE's Pre-License Survey work.

6.3 Lawful Purposes:

- 6.3.1 All Facilities placed by CLEC in AT&T-22STATE's Conduit and Ducts or on AT&T-22STATE's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of CLEC's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, CLEC shall not utilize any Facilities occupying or attached to AT&T-22STATE's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

7.0 Facilities and Licenses

7.1 Licenses Required:

- 7.1.1 Before placing any Facilities in AT&T-22STATE's Conduits or Ducts or attaching any Facilities to AT&T-22STATE's Poles, Anchors or Anchor/Guy Strands, CLEC must first apply for and receive a written License from AT&T-22STATE.

7.2 Provision of Records and Information to CLEC:

- 7.2.1 In order to obtain information regarding Facilities, CLEC shall make a written request to AT&T-22STATE, 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, AT&T-22STATE shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T-22STATE Poles, Conduit and ROW located within the geographic area specified by CLEC. Provision of information under the terms of this section shall include the right of CLEC employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in CLEC's request. Such copies of records shall be provided to CLEC via courier at the expense of CLEC or otherwise available at the records location center. For AT&T-22STATE requests, the contact information can be found on the AT&T CLEC Online website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by CLEC, are on an individual case basis. The components which make up the total Costs are the sum of:

7.2.1.1 AT&T-22STATE employee Costs based on the time spent researching, reviewing and copying records

7.2.1.2 Copying costs

7.2.1.3 Shipping costs

7.3 No Warranty of Record Information:

- 7.3.1 CLEC acknowledges that records and information provided by AT&T-22STATE pursuant to Section 7.2 above may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and ROW. In providing such records and information, AT&T-22STATE assumes no liability to CLEC or any Third Party for errors/omissions contained therein.

7.4 Determination of Availability:

- 7.4.1 AT&T-22STATE shall provide Pole, Conduit and ROW availability information in response to a request from CLEC which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Joint Use Pole(s), AT&T-22STATE shall respond with respect to such Joint Use Pole(s) as

to what Make-Ready Work is required for AT&T-22STATE's Facilities only. Notwithstanding any other provision, AT&T-22STATE shall not determine space availability upon any Joint Use Pole(s). CLEC may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and AT&T-22STATE shall provide CLEC at least forty-eight (48) hours notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter AT&T-22STATE 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 AT&T-22STATE, with a AT&T-22STATE representative present and at CLEC's expense.

7.5 Assignment of Conduit, Duct and Pole Space:

7.5.1 AT&T-22STATE shall not unreasonably deny or delay issuance of any License and, in any event, AT&T-22STATE shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

7.5.1.1 No Make-Ready Work Required:

7.5.1.1.1 If AT&T-22STATE determines that no Make-Ready Work is required, AT&T-22STATE 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 forty-five (45) calendar days after AT&T-22STATE receives CLEC's Application, which period shall exclude any time AT&T-22STATE is awaiting a response from CLEC.

7.5.1.2 Make-Ready Work Required:

7.5.1.2.1 If Make-Ready Work is to be performed by AT&T-22STATE, such available space shall remain in effect until Make-Ready Costs are presented to CLEC and approval by CLEC pursuant to the time frames herein. If CLEC approves AT&T-22STATE's Make-Ready Work Costs, CLEC shall have twelve (12) months from the date of Application approval to install its Facilities.

7.5.1.2.2 If CLEC rejects AT&T-22STATE's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if CLEC elects from the time of Application to perform the Make-Ready Work itself or through a contractor, CLEC shall install its Facilities within twelve (12) months from the date that CLEC informs AT&T-22STATE that CLEC will perform Make-Ready Work. In the event CLEC does not install its Facilities within the time frames set out in this Section, the assignment shall be void and such space shall become available.

8.0 Make-Ready Work

8.1 Work Performed by AT&T-22STATE:

8.1.1 If performed by AT&T-22STATE, Make-Ready Work to accommodate CLEC's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of AT&T-22STATE 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 AT&T-22STATE in the ordinary course of AT&T-22STATE's business.

8.1.2 If CLEC desires Make-Ready Work to be performed on an expedited basis and AT&T-22STATE agrees to

perform the work on such a basis, AT&T-22STATE shall recalculate the estimated Make-Ready Work charges to include any expedite charges. If CLEC accepts AT&T-22STATE's revised estimate of charges, CLEC shall pay such additional charges.

8.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by AT&T-22STATE are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from AT&T-22STATE. AT&T-22STATE will begin Make-Ready Work required to accommodate CLEC after receipt of CLEC's Make-Ready Work payment. After receipt of payment, AT&T-22STATE will schedule the work for completion.

8.3 Work Performed by Certified Contractor:

8.3.1 In lieu of obtaining performance of Make-Ready Work by AT&T-22STATE, CLEC at its option may arrange for the performance of such work by a contractor certified by AT&T-22STATE to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by AT&T-22STATE in the selection of its own contract labor. Notwithstanding any other provisions of this Section, CLEC may not employ a contractor to accomplish Make-Ready Work if AT&T-22STATE is likewise precluded from contractor selection under the terms of an applicable joint use Agreement or collective bargaining Agreement. In accordance with Section 0 above, all Manhole pumping and purging shall be performed by a vendor approved by AT&T-22STATE.

8.4 Completion of Make-Ready Work:

8.4.1 AT&T-22STATE will issue a License to CLEC once all Make-Ready Work necessary to CLEC's attachment or occupancy has been completed.

9.0 Application Form and Fees

9.1 Application Process:

9.1.1 To apply for a License under this Appendix, CLEC shall submit the appropriate AT&T-22STATE administrative form(s), which can be found on the AT&T CLEC On-Line website, (two (2) sets of each and either a route map specifically indicating CLEC desired route or engineered drawings are to be included). CLEC has the option of (1) requesting copies of AT&T-22STATE records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey conducted by AT&T-22STATE has determined that Make-Ready Work is not required. CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule as set forth below in Section 12.0 below.

9.2 AT&T-22STATE will process License Applications in the order in which they are received; provided, however, that when CLEC has multiple Applications on file with AT&T-22STATE, CLEC may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

9.2.1 Each Application for a License under this Section shall specify the proposed route of CLEC's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which CLEC desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which CLEC desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which CLEC desires to attach to each Pole or Joint Use Pole.

9.2.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified in Section 12.1 below of this Appendix, and an indication of whether CLEC will, at its option, perform its own Make-Ready Work.

9.3 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities:

9.3.1 CLEC may include multiple cables in a single License Application and multiple services (e.g., CATV and non CATV services) may be provided by CLEC in the same cable Sheath. CLEC's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by CLEC's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if CLEC desires to lash additional cable to existing Facilities of a Third Party, CLEC shall provide AT&T-22STATE with reasonable Notice, and shall obtain written permission from the owner of the existing Facilities. If AT&T-22STATE determines that the requested Lashing would violate safety or engineering requirements, AT&T-22STATE shall provide written Notice to CLEC within a reasonable time specifying in detail AT&T-22STATE's findings. If CLEC desires to place 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, CLEC must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in AT&T-22STATE'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 AT&T-22STATE Poles.

9.4 Each Application shall designate an employee as CLEC's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Licenses and providing records and information. CLEC may at any time designate a new point of contact by giving written Notice of such change while the Application is open.

10.0 Processing of Applications (Including Pre-License Surveys and Field Inspections)

10.1 CLEC's Priorities:

10.1.1 When CLEC has multiple Applications on file with AT&T-22STATE, CLEC shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

10.2 Pre-License Survey:

10.2.1 After CLEC 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 AT&T-22STATE's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate CLEC's Facilities, without substantially interfering with the ability of AT&T-22STATE or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of AT&T-22STATE's Conduit System or Facilities attached to AT&T-22STATE's Pole or placed within or connected to AT&T-22STATE's Conduit System. If a Pre-License Survey is to be conducted by AT&T-22STATE, AT&T-22STATE will provide CLEC the Costs to perform the Pre-License Survey. After receipt of CLEC's payment of Pre-License Survey Costs, AT&T-22STATE will schedule the survey. If CLEC gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at CLEC's expense.

10.2.1.1 The purpose of the Pre-License Survey is to determine whether CLEC's proposed attachments to AT&T-22STATE's Poles or occupancy of AT&T-22STATE's Conduit and Ducts will substantially interfere with use of AT&T-22STATE's Facilities by AT&T-22STATE and others with Facilities occupying, connected or attached to AT&T-22STATE's Pole or Conduit System and to determine what Make-Ready Work is required to accommodate CLEC's Facilities on AT&T-22STATE's

Poles, Joint Use Pole(s), or Conduit, Duct, or ROW and the cost associated with **AT&T-22STATE** performing such Make-Ready Work and to provide information to CLEC for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or ROW is suitable for its use.

10.2.1.2 Based on information provided by **AT&T-22STATE**, CLEC shall determine whether **AT&T-22STATE**'s Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet CLEC's needs.

10.2.1.3 **AT&T-22STATE** may not unreasonably refuse to continue to process an Application based on **AT&T-22STATE**'s determination that CLEC's proposed use of **AT&T-22STATE**'s Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. CLEC 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. CLEC acknowledges that **AT&T-22STATE** is not explicitly or implicitly warranting to CLEC that CLEC's proposed use of **AT&T-22STATE**'s Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

10.3 Administrative Processing:

10.3.1 The administrative processing portion of the Pre-License 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 **AT&T-22STATE** and/or other Licensed Facilities) will be performed by **AT&T-22STATE** at CLEC's expense. Anything to the contrary herein notwithstanding, **AT&T-22STATE** shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

11.0 Issuance of Licenses

11.1 Obligation to Issue Licenses:

11.1.1 **AT&T-22STATE** shall issue a License to CLEC pursuant to this Section. **AT&T-22STATE** and CLEC acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which CLEC may have under the provisions of any applicable federal or state laws or regulations governing access to **AT&T-22STATE**'s Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Act. Each License issued hereunder shall be for an indefinite term, subject to CLEC's compliance with the provisions applicable to such License and further subject to CLEC's right to terminate such License at any time for any reason upon at least thirty (30) calendar days prior written Notice.

11.2 Multiple Applications:

11.2.1 CLEC acknowledges the following:

11.2.1.1 That multiple parties including **AT&T-22STATE** may seek to place their Facilities in **AT&T-22STATE**'s Conduit and Ducts or make attachments to Poles at or about the same time.

11.2.1.2 That the Make-Ready Work required to prepare **AT&T-22STATE**'s Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant.

11.2.1.3 That issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single applicant situations.

11.2.1.4 That cooperation and negotiations between all applicants and **AT&T-22STATE** may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or ROW.

11.2.2 All Applications will be processed on a first-come, first-served basis.

11.3 Agreement to Pay for All Make-Ready Work Completed:

11.3.1 CLEC's submission of written authorization for Make-Ready Work shall also constitute CLEC's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work.

11.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities:

11.4.1 CLEC shall make arrangements with the owners of other Facilities located in or connected to **AT&T-22STATE**'s Conduit System or attached to **AT&T-22STATE**'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 CLEC's Facilities in or to **AT&T-22STATE**'s structures.

11.5 License:

11.5.1 When CLEC's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, **AT&T-22STATE** will execute and return a signed authorization to CLEC, as appropriate, authorizing CLEC to attach or place the specified Facilities on **AT&T-22STATE**'s Poles or in **AT&T-22STATE**'s Conduit or Ducts.

11.5.2 Each License issued under this Section shall authorize CLEC to attach to **AT&T-22STATE**'s Poles or place or maintain in **AT&T-22STATE**'s Conduit or Ducts only those Facilities specifically described in the License, and no others.

11.5.3 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

12.0 Construction of CLEC's Facilities

12.1 Construction Schedule:

12.1.1 CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting CLEC to attach Facilities to **AT&T-22STATE**'s Poles or place Facilities in **AT&T-22STATE**'s Conduit or Ducts, CLEC shall provide **AT&T-22STATE** with an updated construction schedule and shall thereafter keep **AT&T-22STATE** informed of significant anticipated changes in the construction schedule.

12.1.2 Construction schedules required by this Section shall include, at a minimum, the following information:

12.1.2.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

12.1.2.2 The names of each contractor and subcontractor which will be involved in the construction activities;

12.1.2.3 The estimated dates when construction will begin and end; and

12.1.2.4 The approximate dates when CLEC or persons acting on CLEC's behalf will be performing construction work in connection with the placement of CLEC's Facilities in **AT&T-22STATE**'s Conduit or Ducts.

12.2 Additional Pre- construction Procedures for Facilities Placed in Conduit System:

12.2.1 The following procedures shall apply before CLEC places Facilities in **AT&T-22STATE**'s Conduit System:

12.2.1.1 CLEC shall give written notice of the type of Facilities which are to be placed; and

12.2.1.2 **AT&T-22STATE** shall designate the particular Duct or Ducts or inner Ducts (if Available) to be occupied by CLEC's Facilities, the location and manner in which CLEC's Facilities will enter and exit **AT&T-22STATE**'s Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by **AT&T-22STATE** to occupy the Conduit System. CLEC may not occupy a Duct other than the specified Duct without the express written consent of **AT&T-22STATE**. **AT&T-22STATE** shall provide to CLEC space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

12.3 Responsibility for Constructing or Placing Facilities:

12.3.1 **AT&T-22STATE** shall have no obligation to construct any Facilities for CLEC or to attach CLEC's Facilities to, or place CLEC's Facilities in, **AT&T-22STATE**'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 in this Section, any License issued hereunder, or by the Telecommunications Act or any other applicable law.

12.4 CLEC Responsible for Constructing, Attaching and Placing Facilities:

12.4.1 Except where otherwise mutually agreed by CLEC and **AT&T-22STATE**, CLEC shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in **AT&T-22STATE**'s Poles, Conduit or Ducts at CLEC's sole Cost and expense. CLEC 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 CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on **AT&T-22STATE**'s Pole, in any part of **AT&T-22STATE**'s Conduit System or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System.

12.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements:

12.5.1 CLEC shall construct its Facilities in accordance with the provisions of this section and all Licenses issued hereunder.

12.5.2 CLEC shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Appendix.

12.5.3 CLEC shall satisfy all Legal Requirements set forth above in the Appendix.

12.5.4 CLEC shall not permit any person acting on CLEC's behalf to perform any work on **AT&T-22STATE**'s Poles or within **AT&T-22STATE**'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 CLEC or any person working on CLEC's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, CLEC shall notify **AT&T-22STATE** of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until

CLEC is satisfied that the work can be safely performed.

12.6 Construction Notices:

12.6.1 If requested to do so, CLEC shall provide **AT&T-22STATE** with information to reasonably assure **AT&T-22STATE** that construction has been performed in accordance with all applicable standards and requirements.

12.7 Points for Attachment:

12.7.1 **AT&T-22STATE** shall specify the point of attachment of each Pole or Anchor to be occupied by CLEC's Facilities, and such CLEC's Facilities shall be attached above **AT&T-22STATE**'s Facilities. When the Facilities of more than one applicant are involved, **AT&T-22STATE** will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

12.8 CLEC power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures as referenced in Section 5.0 above.

12.9 **AT&T-22STATE** will evaluate and approve in its sole discretion, on an individual case basis, the location of certain pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing attachments.

12.10 CLEC shall hold **AT&T-22STATE** harmless and indemnify **AT&T-22STATE** for damages to itself or Third Parties in accordance with the General Terms and Conditions of this Agreement, that result from the operation or maintenance of CLEC's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.

12.11 Manhole and Conduit Break-Outs:

12.11.1 CLEC shall be permitted to add Conduit ports to **AT&T-22STATE** Manholes when existing Conduits do not provide the pathway connectivity needed by CLEC; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

12.12 Completion of CLEC Construction:

12.12.1 For each CLEC Attachment to or occupancy within **AT&T-22STATE** Facilities, CLEC will provide to **AT&T-22STATE**'s single-point of contact (within twenty (20) calendar days of CLEC construction-complete date) a complete set of actual placement drawings for posting to **AT&T-22STATE** records.

13.0 Use and Routine Maintenance of CLEC's Facilities

13.1 Use of CLEC's Facilities:

13.1.1 Each License granted under this Section authorizes CLEC to have access to CLEC's Facilities on or in **AT&T-22STATE**'s Poles, Conduits and Ducts as needed for the purpose of serving CLEC's End Users, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

13.2 Routine Maintenance of CLEC's Facilities:

13.2.1 Each License granted under this section authorizes CLEC to engage in routine maintenance of CLEC's Facilities located on or in **AT&T-22STATE**'s Poles, Conduits, Ducts and ROW pursuant to such License. CLEC shall give reasonable written 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. CLEC shall give reasonable Notice to **AT&T-22STATE** before performing any work, whether or not of a routine nature, in **AT&T-22STATE**'s Conduit System.

13.3 CLEC Responsible for Maintenance of CLEC's Facilities:

13.3.1 CLEC shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Appendix) and all Licenses issued hereunder. CLEC 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 CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on **AT&T-22STATE**'s Poles, within **AT&T-22STATE**'s Conduit System or in the immediate vicinity of such Poles or Conduit System.

13.4 **AT&T-22STATE** Is Not Responsible for Maintaining CLEC's Facilities:

13.4.1 **AT&T-22STATE** shall have no obligation to maintain any Facilities which CLEC has attached or connected to, or placed in, **AT&T-22STATE**'s Poles, Conduits, Ducts or any portion of **AT&T-22STATE**'s Conduit System, except to the extent expressly provided by the provisions of this section or any License issued hereunder, or by the Act or other applicable laws, rules or regulations.

13.5 Information Concerning the Maintenance of CLEC's Facilities:

13.5.1 Promptly after the issuance of a License permitting CLEC to attach Facilities to, or place Facilities in **AT&T-22STATE**'s Poles, Conduits or Ducts, CLEC shall provide **AT&T-22STATE** with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's Facilities, and shall thereafter notify **AT&T-22STATE** of changes to such information. The manager responsible for routine maintenance of CLEC's Facilities shall, on **AT&T-22STATE**'s request, identify any contractor, subcontractor, or other person performing maintenance activities on CLEC's behalf at a specified site and shall, on **AT&T-22STATE**'s request, provide such additional documentation relating to the maintenance of CLEC's Facilities as reasonably necessary to demonstrate that CLEC and all persons acting on CLEC's behalf are complying with the requirements of this section and Licenses issued hereunder.

13.6 Identification of Personnel Authorized to Have Access to CLEC's Facilities:

13.6.1 All personnel authorized to have access to CLEC's Facilities shall, while working on **AT&T-22STATE**'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 **AT&T-22STATE** employee, produce such identification.

14.0 **Modification and Replacement of CLEC's Facilities**

14.1 Notification of Planned Modification or Replacement of Facilities:

14.1.1 CLEC shall, when practicable, notify **AT&T-22STATE** in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a **AT&T-22STATE** Pole, Anchor or Anchor/Guy Strand or located in any **AT&T-22STATE** Conduit or Duct. The Notice shall contain sufficient information to enable **AT&T-22STATE** to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present License or requires a new or amended License.

14.2 New or Amended License Required:

14.2.1 A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

14.2.1.1 Requires that CLEC use additional space on AT&T-22STATE'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

14.2.1.2 Results in the size or location of CLEC's Facilities on AT&T-22STATE's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in CLEC's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

15.0 Rearrangement of Facilities at the Request of Another

15.1 Make-Ready Work:

15.1.1 If it is determined that Make-Ready Work will be necessary to accommodate Attaching Party's Facilities, Attaching Party shall have forty-five (45) calendar days (the "acceptance period") to either:

15.1.1.1 submit payment for the estimate authorizing AT&T-22STATE or its contractor to complete the Make-Ready Work; or

15.1.1.2 advise AT&T-22STATE of its willingness to perform the proposed Make-Ready Work itself if permissible in the application area.

15.1.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T-22STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-22STATE or AT&T-22STATE's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-22STATE's Structures or interferes with any existing use of AT&T-22STATE's Facilities or the Facilities of any other user.

15.1.3 AT&T-22STATE shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, AT&T-22STATE shall endeavor to minimize its Costs to CLEC. If it is determined that such Make-Ready Work is required, AT&T-22STATE shall provide CLEC with the estimated Costs for Make-Ready Work and a Make Ready-Work Due Date.

15.1.4 CLEC shall be solely responsible for negotiating with persons or entities other than AT&T-22STATE for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of AT&T-22STATE and/or other CLECs as well as CLEC, 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 AT&T-22STATE, AT&T-22STATE shall issue such Licenses in conjunction with the issuance of the applied-for License to CLEC.

15.2 Rearrangement of CLEC's Facilities at AT&T-22STATE's Request:

15.2.1 CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-22STATE 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 AT&T-22STATE's business needs or authorized Application of another entity seeking access to AT&T-22STATE's Poles or Conduit Systems. CLEC agrees that CLEC will, upon AT&T-22STATE's request, and at AT&T-22STATE's expense, but at no Cost to CLEC, participate with AT&T-22STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-22STATE's Conduit System or Facilities rearrangement. CLEC

acknowledges that, from time to time, it may be necessary or desirable for AT&T-22STATE 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. CLEC shall, upon AT&T-22STATE's request, participate with AT&T-22STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-22STATE'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.

- 15.2.2 CLEC 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 a CLEC End User.
- 15.2.3 If CLEC fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T-22STATE in writing, AT&T-22STATE may perform such rearrangements with written Notice to CLEC, and CLEC shall reimburse AT&T-22STATE for actual costs and expenses incurred by AT&T-22STATE in connection with the rearrangement of CLEC's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under the Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than CLEC; and provided further, however, that CLEC shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T-22STATE's business needs.

16.0 Emergency Repairs and Pole Replacements

16.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

- 16.1.1 In general, each Party shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 16.1.2 Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the Facilities of joint users.
- 16.1.3 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with Facilities in the Conduit section in which the maintenance Duct is located; provided, however, that an entity using the maintenance Duct for emergency repair activities will notify AT&T-22STATE within twelve (12) hours of the current Business Day (or first Business Day following a non-business day) that such entity is entering the AT&T-22STATE Conduit system and using the maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be included to be assigned to the user of the Duct and an occupancy permit issued.
- 16.1.4 The Attaching Party shall either vacate the maintenance Duct within thirty (30) calendar days or, with AT&T-22STATE's consent, rearrange its Facilities to ensure that at least one full-sized replacement maintenance Duct (or, if the designated maintenance Duct was an inner-Duct, a suitable replacement inner-Duct) is available for use by all occupants in the Conduit section within thirty (30) calendar days after such Attaching Party occupies the maintenance Ducts. If Attaching Party fails to vacate the maintenance Duct as described above, AT&T-22STATE may install a maintenance conduit at the Attaching Party's expense.

16.2 Designation of Emergency Repair Coordinators and Other Information:

- 16.2.1 For each AT&T-22STATE construction district, Attaching Party shall provide AT&T-22STATE with the

emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's Facilities and shall thereafter notify AT&T-22STATE of changes to such information.

16.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations:

16.3.1 When notice and coordination are practicable, AT&T-22STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

16.3.2 Emergency service restoration work requirements shall take precedence over other work operations.

16.3.3 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

16.3.4 AT&T-22STATE shall determine the order of precedence of work operations and assignment of Duct space in the maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach consensus provided, however, that these decisions shall be made by AT&T-22STATE on a nondiscriminatory basis in accordance with the principles set forth in this section.

16.4 Emergency Pole Replacements

16.4.1 When emergency pole replacements are required, AT&T-22STATE shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

16.4.2 If notified by AT&T-22STATE that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its Facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-22STATE replacement pole, the transfer shall be in accordance with AT&T-22STATE's placement instructions.

16.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-22STATE and thereby authorize AT&T-22STATE (or any Other User sharing the pole with AT&T-22STATE) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

16.5 Expenses Associated with Emergency Repairs:

16.5.1 Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own Facilities and transfers or rearrangements of such Facilities associated with emergency pole replacements made in accordance with the provisions of this article.

16.5.2 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's Facilities.

- 16.5.3 Attaching Party shall reimburse AT&T-22STATE for the Costs incurred by AT&T-22STATE for work performed by AT&T-22STATE on Attaching Party's behalf in accordance with the provisions of this article.

17.0 Inspection by AT&T-22STATE of CLEC's Facilities

- 17.1 AT&T-22STATE may monitor, at CLEC's expense, the entrance and exit of CLEC's Facilities into AT&T-22STATE's Manholes and the placement of CLEC's Facilities in AT&T-22STATE's Manholes.
- 17.2 Post-Construction Inspections:
- 17.2.1 AT&T-22STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of Facilities to AT&T-22STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-22STATE will provide the Attaching Party advance written Notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-22STATE on the post-construction inspection.
- 17.3 Periodic or Spot Inspections:
- 17.3.1 AT&T-22STATE shall have the right, but not the obligation, to make Periodic or Spot Inspections of all Facilities attached to AT&T-22STATE's Structure. Periodic Inspections will not be made more often than once every two (2) years, unless in AT&T-22STATE's judgment, such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.
- 17.3.2 AT&T-22STATE will give CLEC advance written Notice of such inspections, and CLEC 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 CLEC.
- 17.3.3 Such inspections shall be conducted at AT&T-22STATE's expense; provided, however, that CLEC shall bear the Costs of inspections as delineated in Sections 17.1 above and 0 above.
- 17.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-22STATE may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 17.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to AT&T-22STATE's Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to AT&T-22STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.
- 17.4 Neither the act of inspection by AT&T-22STATE of CLEC's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T-22STATE any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.
- 17.5 Notice of Noncompliance:
- 17.5.1 If, at any time, AT&T-22STATE determines that Attaching Party's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix,

AT&T-22STATE may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute AT&T-22STATE's assertion that such Facilities are not in compliance, Attaching Party agrees to provide AT&T-22STATE with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T-22STATE in writing when the Facilities have been brought into compliance.

17.6 Disputes over Alleged Noncompliance:

17.6.1 If Attaching Party disputes AT&T-22STATE's assertion that Attaching Party's Facilities are not in compliance, Attaching Party shall notify AT&T-22STATE in writing of the basis for Attaching Party's assertion that its Facilities are in compliance.

17.7 Failure to Bring Facilities into Compliance:

17.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided AT&T-22STATE with proof sufficient to persuade AT&T-22STATE that AT&T-22STATE erred in asserting that the Facilities were not in compliance, and if AT&T-22STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-22STATE's Facilities or those of other users, AT&T-22STATE may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix.

17.8 Correction of Conditions by AT&T-22STATE:

17.8.1 If AT&T-22STATE elects to bring Attaching Party's Facilities into compliance, the provisions of this section shall apply.

17.8.2 AT&T-22STATE will, whenever practicable, notify CLEC in writing before performing such work. The written Notice shall describe the nature of the work to be performed and AT&T-22STATE's schedule for performing the work.

17.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T-22STATE Manhole, AT&T-22STATE may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-22STATE does not reattach Attaching Party's Facilities, AT&T-22STATE shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.

17.8.4 AT&T-22STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.

17.8.5 Attaching Party to Bear Expenses:

17.8.5.1 Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

18.0 Notice of Noncompliance

18.1 Disputes over Alleged Noncompliance:

- 18.1.1 If CLEC disputes AT&T-22STATE's assertion that CLEC's Facilities are not in compliance, CLEC shall notify AT&T-22STATE in writing of the basis for CLEC's assertion that its Facilities are in compliance.

19.0 Unauthorized Occupancy or Utilization of AT&T-22STATE's Facilities

19.1 Tagging of Facilities and Unauthorized Attachments:

19.1.1 Facilities to Be Marked:

- 19.1.1.1 Attaching Party shall tag or otherwise mark all of Attaching Party's Facilities placed on or in AT&T-22STATE's Structure in a manner sufficient to identify the Facilities as those belonging to the Attaching Party.

19.1.2 Removal of Untagged Facilities:

- 19.1.2.1 AT&T-22STATE may, without notice to any person or entity, remove from AT&T-22STATE's poles or any part of AT&T-22STATE's Conduit System the Attaching Party's Facilities, if AT&T-22STATE determines that such Facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-22STATE's poles or in AT&T-22STATE's Conduit System.

19.2 Notice to Attaching Party:

- 19.2.1 If any of Attaching Party's Facilities for which no occupancy permit is presently in effect are found attached to AT&T-22STATE's Poles or Anchors or within any part of AT&T-22STATE's Conduit System, AT&T-22STATE, without prejudice to other rights or remedies available to AT&T-22STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by submitting to AT&T-22STATE, in writing, an Application for a new or amended Occupancy permit with respect to such Facilities.

19.3 Approval of Request and Retroactive Charges:

- 19.3.1 If AT&T-22STATE approves Attaching Party's Application for a new or amended Occupancy permit, Attaching Party shall be liable to AT&T-22STATE for all fees and charges associated with the unauthorized attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-22STATE of any of its rights or privileges under this Appendix or otherwise.
- 19.3.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from AT&T-22STATE's Poles, Conduit System or ROW or until a new or amended Occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-22STATE licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at AT&T-22STATE's request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to

AT&T-22STATE or another Other User, and shall pay AT&T-22STATE for all Costs incurred by AT&T-22STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.

19.4 Removal of Unauthorized Attachments:

19.4.1 If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized Facilities within the specified period of time, AT&T-22STATE shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not been removed within the time specified in the Notice, AT&T-22STATE may, at AT&T-22STATE's option, remove Attaching Party's Facilities at Attaching Party's expense.

19.5 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-22STATE's Facilities:

19.5.1 No act or failure to act by AT&T-22STATE with regard to any unauthorized Attachment or Occupancy or unauthorized use of AT&T-22STATE's Structure shall be deemed to constitute a ratification by AT&T-22STATE of the unauthorized Attachment or Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized Facilities.

19.5.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

19.6 Prompt Payment of Applicable Fees and Charges:

19.6.2 Fees and charges for Pole Attachments and Conduit System Occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not CLEC is permitted to continue the Pole Attachment or Conduit Occupancy. See the Pricing Schedule for applicable annual rental fees.

19.7 No Implied Waiver or Ratification of Unauthorized Use:

19.7.1 No act or failure to act by AT&T-22STATE 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 AT&T-22STATE of any of its rights or privileges under this Appendix or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Appendix in regard to said unauthorized use from its inception.

20.0 Removal of CLEC's Facilities

20.1 When Applicant no longer intends to occupy space on an AT&T-22STATE Pole or in a AT&T-22STATE Duct or Conduit, Applicant will provide written notification to AT&T-22STATE that it wishes to terminate the Occupancy permit with respect to such space and will remove its Facilities from the space described in the Notice. Upon removal of Applicant's Facilities, the Occupancy permit shall terminate and the space shall be available for reassignment.

20.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its Facilities from AT&T-22STATE's Structure.

20.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to AT&T-22STATE's Manholes.

20.1.3 Applicant shall be solely responsible for the removal of its own Facilities from AT&T-22STATE's Structure.

- 20.2 At **AT&T-22STATE**'s request, Attaching Party shall remove from **AT&T-22STATE**'s Structure any of Attaching Party's Facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **AT&T-22STATE** that an Attaching Party's Facility is in active service. Attaching Party shall not abandon any of its Facilities by leaving such Facilities on or in **AT&T-22STATE**'s Structure.
- 20.3 Removal Following Termination of Occupancy Permit:
- 20.3.1 Attaching Party shall remove its Facilities from **AT&T-22STATE**'s Poles, Ducts, Conduits, or ROW within thirty (30) calendar days after termination of the Occupancy permit.
- 20.4 Removal Following Replacement of Facilities:
- 20.4.1 Attaching Party shall remove Facilities no longer in service from **AT&T-22STATE**'s Structures within thirty (30) calendar days after the date Attaching Party replaces existing Facilities on a Pole or in a Conduit with substitute Facilities on the same Pole or in the same Conduit.
- 20.5 Removal to Avoid Forfeiture:
- 20.5.1 If the presence of Attaching Party's Facilities on or in **AT&T-22STATE**'s Structure would cause a forfeiture of the rights of **AT&T-22STATE** to occupy the property where such Structure is located, **AT&T-22STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its Facilities within such time as may be required to prevent such forfeiture. **AT&T-22STATE** will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of **AT&T-22STATE**'s rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.
- 20.6 Removal of Facilities by **AT&T-22STATE**; Notice of Intent to Remove:
- 20.6.1 If Attaching Party fails to remove its Facilities from **AT&T-22STATE**'s Structure in accordance with the provisions of Sections 19.1-19.5 of this Appendix, **AT&T-22STATE** may remove such Facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **AT&T-22STATE** shall give Attaching Party not less than thirty (30) calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.
- 20.7 Removal of Facilities by **AT&T-22STATE**:
- 20.7.1 If **AT&T-22STATE** removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse **AT&T-22STATE** for **AT&T-22STATE**'s Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.
- 21.0 Rates, Fees, Charges and Billing**
- 21.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:
- 21.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.
- 21.2 Changes to Rates, Charges and Fees:
- 21.2.1 Subject to applicable federal and state laws, rules, regulations and orders, **AT&T-22STATE** shall have the right to change the rates, charges and fees outlined in this Appendix. **AT&T-22STATE** will provide the

Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this

21.2.2 Appendix, or (3) seek relief through the Dispute Resolution Process in the General Terms and Conditions of this Agreement.

21.3 Notice of Rate and Computation of Charges:

21.3.1 On or about November 1 of each year, **AT&T-22STATE** will notify CLEC by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. 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.

21.4 Rate “True-Up”:

21.4.1 The Parties agree that the fees reflected as interim herein shall be “trued-up” (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving **AT&T-22STATE** before the Commission, in the state which CLEC has either attached to or occupied **AT&T-22STATE** structures (ROW, Conduits, Ducts, and/or Poles).

21.4.2 Under the “True-Up” process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total interim amount paid (“Total Interim Price”). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total final amount due (“Total Final Price”). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to **AT&T-22STATE**. If the Total Final Price is less than the Total Interim Price, **AT&T-22STATE** shall pay the difference to CLEC.

21.4.3 Each Party shall keep its own records upon which a “True-Up” can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such “True-Up,” the Parties agree to follow the Dispute Resolution Process in the General Terms & Conditions to this Agreement.

22.0 Advance Payment

22.1 Attachment and Occupancy Fees:

22.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by **AT&T-22STATE** and shall be computed as set forth herein.

22.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.

22.2.2 Charges shall be prorated retroactively in the event of the removal of CLEC’s Facilities.

22.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from **AT&T-22STATE**.

23.0 Indemnification

- 23.1 In addition to the Indemnification clauses in the General Terms & Conditions to this Agreement, the following shall apply to this Attachment:
- 23.1.1 AT&T-22STATE shall exercise precaution to avoid damaging the Facilities of CLEC and shall make an immediate report to CLEC of the occurrence of any such damage caused by its employees, agents or contractors. AT&T-22STATE agrees to reimburse CLEC for all reasonable Costs incurred by CLEC for the physical repair of such Facilities damaged by the negligence of AT&T-22STATE, its employees, agents, contractors, subcontractors or invitees. However, AT&T-22STATE shall not be liable to CLEC for any interruption of CLEC's service or for interference with the operation of CLEC's Facilities, or for any special, indirect, or consequential damages arising in any manner, including AT&T-22STATE's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or AT&T-22STATE's actions or omissions in regard thereto and CLEC shall indemnify and save harmless AT&T-22STATE from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.
- 23.1.2 CLEC shall exercise precaution to avoid damaging the Facilities of AT&T-22STATE 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 CLEC's employees, agents or contractors. CLEC agrees to reimburse AT&T-22STATE for all reasonable Costs incurred by AT&T-22STATE for the physical repair of such Facilities damaged by the negligence of CLEC.
- 23.1.3 CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees and agents, AT&T-22STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by AT&T-22STATE, AT&T-22STATE's other CLECs and Joint User(s) as a result of acts by the CLEC, its employees, agents or contractors, including but not limited to the Costs of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of ROW or property owner consents and/or the Costs of defending those rights and/or consents.
- 23.1.4 The CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees and agents, AT&T-22STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of CLEC's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the CLEC's employees, agents or contractors in the vicinity of AT&T-22STATE's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 23.1.5 The CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees, and agents, AT&T-22STATE's other CLECs, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of CLEC's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of CLEC's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 23.1.6 CLEC shall promptly advise AT&T-22STATE of all claims relating to damage of property or injury to or

death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the CLEC's Facilities. CLEC shall promptly notify AT&T-22STATE in writing of any suits or causes of action which may involve AT&T-22STATE and, upon the request of AT&T-22STATE copies of all relevant accident reports and statements made to CLEC's insurer by CLEC or others shall be furnished promptly to AT&T-22STATE.

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
3	NC	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN				6.48			\$/attachment/yr.
3	NC	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) URBAN				4.30			\$/attachment/yr.
3	NC	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) NON-URBAN				6.48			\$/each/yr
3	NC	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) URBAN				4.30			\$/each/yr
3	NC	STRUCTURE ACCESS	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)				0.96			\$/ft/yr.
3	NC	STRUCTURE ACCESS	Pole Attachment Transfer Rate				41.00			year
3	NC	STRUCTURE ACCESS	Cable Rate				2.84			\$/ft/yr.

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
QWEST COMMUNICATIONS COMPANY, LLC AND QWEST COMMUNICATIONS
COMPANY, LLC OF DELAWARE
AND
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T
SOUTH CAROLINA AND AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE") (previously referred to as Bell South Telecommunications, Inc. d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE) and Qwest Communications Company, LLC and Qwest Communications Company, LLC of Delaware ("CLEC"). AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), Florida and Georgia Interconnection Agreements approved January 18, 2011, Kentucky Interconnection Agreement approved on December 20, 2010, Louisiana Interconnection Agreement approved on March 10, 2011, Mississippi Interconnection Agreement approved on January 6, 2011, South Carolina Interconnection Agreement approved on February 9, 2011, and Tennessee Interconnection Agreement approved on December 13, 2010 and as subsequently amended (the "Agreement"); 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 Interconnection Agreement is amended to add Attachment Structure Access.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5. 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.

AMENDMENT – STRUCTURE ACCESS/AT&T-22STATE
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 QWEST COMMUNICATIONS COMPANY, LLC
 QWEST COMMUNICATIONS COMPANY, LLC OF DELAWARE
 081611

Qwest Communications Company, LLC and
 Qwest Communications Company, LLC of
 Delaware

BellSouth Telecommunications, LLC d/b/a
 AT&T FLORIDA, AT&T GEORGIA, AT&T
 KENTUCKY, AT&T LOUISIANA, AT&T
 MISSISSIPPI, AT&T SOUTH CAROLINA and
 AT&T TENNESSEE, by AT&T Services, Inc., its
 authorized agent

By: Diane Wright

By: Patrick Doherty

Printed: Diane Wright

Printed: Patrick Doherty

Title: Sr. Contract Analyst
 (Print or Type)

Title: Director - Regulatory
 (Print or Type)

Date: 01/06/2012

Date: 1-10-12

	<u>Resale OCN</u>	<u>CLEC OCN</u>
FLORIDA	7560	7985
GEORGIA	7560	365B
KENTUCKY	7560	405G
LOUISIANA	7560	449G
MISSISSIPPI	7560	390G
SOUTH CAROLINA	7560	7431
TENNESSEE	7560	391G
ACNA -	LGT	

ATTACHMENT-STRUCTURE ACCESS

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1.0 Introduction

- 1.1 This Attachment-Structure Access (here-on referred to as “Appendix”) sets forth the terms and conditions for Right(s) of Way (ROW), Conduits and Poles provided by AT&T-22STATE and CLEC.

2.0 Definitions

- 2.1 “Anchor” means 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 does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by AT&T-22STATE, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 2.2 “Anchor/Guy Strand” means 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.
- 2.3 “Application” means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for AT&T-22STATE-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) 100 consecutive Poles or 2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 2.4 “Assigned” when used with respect to Conduit or Duct space or Poles, means 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. 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 AT&T-22STATE or a new entrant, within twelve (12) months of the space being Assigned.
- 2.5 “Attaching Party” means any Party wishing to make a physical Facility Attachment on or in any AT&T structure.
- 2.6 “Attachment” as used herein means the physical connection to AT&T-22STATE’s ROW and all associated Structure Access connectivity.
- 2.7 “Available” when used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 2.8 “Conduit” means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 2.9 “Conduit Occupancy” means the presence of wire, cable, optical conductors, or other Facilities within any portion of AT&T-22STATE’s Conduit System.
- 2.10 “Conduit System” means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Appendix, the term refers to Conduit Systems owned or controlled by AT&T-22STATE.
- 2.11 “Cost” means the charges made by AT&T-22STATE to CLEC for specific work performed, and shall be (a) the actual charges made by subcontractors to AT&T-22STATE for work and/or, (b) if the work was performed by AT&T-22STATE employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.
- 2.12 “Duct” means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Appendix, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

- 2.13 "Facilities" refer to any property or equipment used in the provision of Telecommunications Services.
- 2.14 "Handholes" means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 2.15 "Inner-Duct" means a pathway created by subdividing a Duct into smaller channels.
- 2.16 "Joint User" means a public utility (as a business organization, like an electric company, performing a public service and subject to special governmental regulation) which has entered into an Agreement with AT&T-22STATE providing reciprocal rights of attachment of Facilities owned by each Party to the Poles, Ducts, Conduits and ROW owned by the other Party.
- 2.17 "Joint Use Pole" means a pole not owned by AT&T-22STATE, but upon which AT&T-22STATE maintains its Facilities.
- 2.18 "Lashing" means an Attachment of a Sheath or Inner-Duct to a supporting strand.
- 2.19 "License" means any License issued pursuant to this Appendix and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by AT&T-22STATE.
- 2.20 "Make-Ready Work" means all work performed or to be performed to prepare AT&T-22STATE's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of CLEC'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 CLEC's Facilities and not to meet AT&T-22STATE's business needs or convenience. Make-Ready Work may require "dig ups" of existing Facilities and may include the repair, enlargement or modification of AT&T-22STATE'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 CLEC's Facilities.
- 2.21 "Manhole" means 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.
- 2.22 "Occupancy" means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.
- 2.23 "Overlashing" involves an attacher tying communication conductors to existing, supportive strands of cable on poles, which enables attachers to replace deteriorated cables or expand the capacity of existing facilities while reducing construction disruption and associated expense.
- 2.24 "Pole" means both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T-22STATE, and does not include utility Poles or Anchors with respect to which AT&T-22STATE has no legal authority to permit attachments by other persons or entities.
- 2.25 "Pole Attachment Act" and "Pole Attachment Act of 1978" means those provisions of the Act, as amended, now codified as 47 U.S.C. § 224.
- 2.26 "Pre-License Survey" means 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 CLEC's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate CLEC's Facilities.
- 2.27 "Right(s) of Way (ROW)" means the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW

may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

- 2.28 "Sheath" or "Sheathing" means an outer covering containing communications wires, fibers, or other communications media.
- 2.29 "Spare Capacity" means any Poles, 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 AT&T-22STATE, CLEC, or a Third Party for maintenance, repair, or emergency restoration.

3.0 General Provisions

3.1 Undertaking of AT&T-22STATE:

- 3.1.1 AT&T-22STATE shall provide CLEC with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and ROW on terms and conditions equal to those provided by AT&T-22STATE to itself or to any other Telecommunications Service provider. Further, AT&T-22STATE shall not withhold or delay assignment of such Facilities to CLEC because of the potential or forecasted needs of itself or Third Parties.

3.2 Attachments and Occupancies Authorized by this Appendix:

- 3.2.1 AT&T-22STATE shall issue one or more Licenses to CLEC authorizing CLEC to attach Facilities to AT&T-22STATE's owned or controlled Poles and to place Facilities within AT&T-22STATE's owned or controlled Conduits, Ducts or ROW under the terms and conditions set forth in this Appendix and the Act.
- 3.2.2 Unless otherwise provided herein, authority to attach Facilities to AT&T-22STATE's owned or controlled Poles, to place Facilities within AT&T-22STATE's owned or controlled Conduits, Ducts or ROW shall be granted only in individual Licenses granted under this Appendix and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Appendix.
- 3.2.3 CLEC agrees that its attachment of Facilities to AT&T-22STATE's owned or controlled Poles, occupancy of AT&T-22STATE's owned or controlled Conduits, Ducts or ROW shall take place pursuant to the licensing procedures set forth herein, and AT&T-22STATE agrees that it shall not unreasonably withhold or delay issuance of such Licenses.
- 3.2.4 CLEC may not sublease or otherwise authorize any Third Party to use any part of the AT&T-22STATE Facilities licensed to CLEC under this Appendix, except that CLEC may lease its own Facilities to Third Parties, or allow Affiliates to over lash cables to CLEC cables. Notwithstanding the above, upon Notice to AT&T-22STATE, CLEC may permit Third Parties who have an Agreement with AT&T-22STATE to over lash to existing CLEC attachments in accordance with the terms and conditions of such Third Party's Agreement with AT&T-22STATE.
- 3.2.5 Attaching Party warrants that any overlashing the Attaching Party conducts or permits (via a third party or contractor) shall meet the following requirements: (1) the overlashing complies with the NESC and any other industry standards; (2) the Attaching Party has computed the pole loading with the additional overlash facility, and the pole will not be overloaded with the addition of the overlash facility; (3) the Attaching Party has determined that no make ready is necessary to accommodate the overlash facility, or will insure that any make-ready necessary will be conducted before the overlashing occurs. Attaching Party agrees to indemnify AT&T-22STATE should any of the warranties be breached.

3.3 Licenses:

3.3.1 Subject to the terms and conditions set forth in this Appendix, AT&T-22STATE shall issue to CLEC one or more Licenses per state authorizing CLEC to place or attach Facilities in or to specified Poles, Conduits, Ducts or ROW owned or controlled by AT&T-22STATE located within the state on a “first-come, first-served” basis. AT&T-22STATE may deny a License Application if AT&T-22STATE determines that the Pole, Conduit or Duct space specifically requested by CLEC is necessary to meet AT&T-22STATE’s present needs, or is Licensed by AT&T-22STATE to another CLEC, or is otherwise unavailable based on engineering concerns. AT&T-22STATE shall provide written Notice to CLEC within a reasonable time specifying in detail the reasons for denying CLEC’s request. AT&T-22STATE shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which CLEC’s Facilities will enter and exit AT&T-22STATE’s Conduit System and the specific location and manner of installation for any associated equipment which is permitted by AT&T-22STATE to occupy the Conduit System.

3.4 Access and Use of ROW:

3.4.1 AT&T-22STATE acknowledges that it is required by the Act to afford CLEC access to and use of all associated ROW to any sites where AT&T-22STATE’s owned or controlled Poles, Manholes, Conduits, Ducts or other parts of AT&T-22STATE’s owned or controlled Conduit Systems are located.

3.4.2 AT&T-22STATE shall provide CLEC with access to and use of such ROW to the same extent and for the same purposes that AT&T-22STATE may access or use such ROW, 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 ROW use Licenses have been issued, provided that any Agreement with a Third Party under which AT&T-22STATE holds such rights expressly or impliedly grants AT&T-22STATE the right to provide such rights to others.

3.4.3 Where AT&T-22STATE notifies CLEC that AT&T-22STATE’s Agreement with a Third Party does not expressly or impliedly grant AT&T-22STATE the ability to provide such access and use rights to others, upon CLEC’s request, AT&T-22STATE will use its best efforts to obtain the owner’s consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse AT&T-22STATE for the reasonable and demonstrable Costs incurred by AT&T-22STATE in obtaining such rights for CLEC.

3.4.4 In cases where a Third Party Agreement does not grant AT&T-22STATE the right to provide access and use rights to others as contemplated in Section 0 above and AT&T-22STATE, despite its best efforts, is unable to secure such access and use rights for CLEC in accordance with Section 0 above, or, in the case where CLEC elects not to invoke its rights under Section 3.4.2 or Section 3.4.3, CLEC shall be responsible for obtaining such permission to access and use such ROW. AT&T-22STATE shall cooperate with CLEC in obtaining such permission and shall not prevent or delay any Third Party assignment of ROWs to CLEC.

3.4.5 Where AT&T-22STATE has any ownership or ROW to buildings or building complexes, or within buildings or building complexes, AT&T-22STATE shall offer to CLEC through a License or other attachment:

3.4.5.1 The right to use any available space owned or controlled by AT&T-22STATE in the building or building complex to install CLEC equipment and Facilities; and

3.4.5.2 Ingress and egress to such space.

3.4.6 Except to the extent necessary to meet the requirements of the Act, neither this Appendix nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party’s rights to use any public or private ROW, and nothing contained in this Appendix 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 ROW.

3.5 No Effect on **AT&T-22STATE**'s Right to Convey Property:

3.5.1 Nothing contained in this Appendix or in any License issued hereunder shall in any way affect the right of **AT&T-22STATE** 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 CLEC has attached or placed Facilities pursuant to Licenses issued under this Appendix provided however that **AT&T-22STATE** shall give CLEC reasonable advance written Notice of such intent to convey.

3.5.2 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to CLEC. **AT&T-22STATE** shall have the right to grant, renew and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Appendix and CLEC's rights hereunder.

3.6 No Effect on **AT&T-22STATE**'s Rights to Manage its Own Facilities:

3.6.1 This Appendix shall not be construed as limiting or interfering with **AT&T-22STATE**'s rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.6.1.1 To locate, relocate, move, replace, modify, maintain, and operate **AT&T-22STATE**'s own Facilities within **AT&T-22STATE**'s Conduits, Ducts or ROW or any of **AT&T-22STATE**'s Facilities attached to **AT&T-22STATE**'s Poles at any time and in any reasonable manner which **AT&T-22STATE** deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.6.1.2 enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in **AT&T-22STATE**'s Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not substantially interfere with CLEC's Pole Attachment, Conduit Occupancy or ROW use rights provided by Licenses issued pursuant to this Appendix.

3.7 No Effect on CLEC's Rights to Manage its Own Facilities:

3.7.1 This Appendix shall not be construed as limiting or interfering with CLEC's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

- 3.7.1.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within AT&T-22STATE's Conduits, Ducts or ROW or its Facilities attached to AT&T-22STATE's Poles at any time and in any reasonable manner which CLEC deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or
- 3.7.1.2 To enter into new agreements or arrangements with other persons or entities permitting CLEC to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or ROW; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not conflict with CLEC's obligations under Licenses issued pursuant to this Appendix.

3.8 No Right to Interfere with Facilities of Others:

- 3.8.1 The provisions of this Appendix or any License issued hereunder shall not be construed as authorizing either Party to this Appendix 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 Appendix or any License issued hereunder or by the Act or other applicable laws, rules or regulations.
- 3.8.2 CLEC acknowledges that the Facilities of persons or entities other than AT&T-22STATE and CLEC may be attached to or occupy AT&T-22STATE's Poles, Conduits, Ducts and ROW.
- 3.8.3 AT&T-22STATE shall not attach, or give permission to any Third Parties to attach Facilities to, existing CLEC Facilities without CLEC's prior written consent. If AT&T-22STATE becomes aware of any such unauthorized attachment to CLEC Facilities, AT&T-22STATE shall use its best efforts to rectify the situation as soon as practicable.
- 3.8.4 With respect to Facilities occupied by CLEC or the subject of an Application for attachment by CLEC, AT&T-22STATE will give to CLEC sixty (60) calendar days written Notice for Conduit extensions or reinforcements, sixty (60) calendar days written Notice for Pole line extensions, sixty (60) calendar days written Notice for Pole replacements, and sixty (60) calendar days written Notice of AT&T-22STATE's intention to construct, reconstruct, expand or place such Facilities or of AT&T-22STATE's intention not to maintain or use any existing Facility.
 - 3.8.4.1 Where AT&T-22STATE elects to abandon or remove AT&T-22STATE Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate Agreement with AT&T-22STATE to transfer (purchase Attachment) ownership from AT&T-22STATE to that existing occupant, subject to then-existing licenses pertaining to such Facilities. If none of the existing occupants elect to maintain such Facilities, all occupants will be required to remove their existing Facilities within ninety (90) calendar days of written Notice from AT&T-22STATE.
 - 3.8.4.2 If an emergency or provisions of an applicable joint use Agreement require AT&T-22STATE to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by CLEC or the subject of an Application for Attachment by CLEC, AT&T-22STATE will notify CLEC as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable CLEC, 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 CLEC.
- 3.8.5 Upon request and at CLEC's expense, AT&T-22STATE shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. AT&T-22STATE

retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, AT&T-22STATE reserves the right to remove retired cables and is under no obligation to allow CLEC the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

3.9 Assignment of Space:

3.9.1 Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by AT&T-22STATE on an equal basis to AT&T-22STATE, CLEC and other Telecommunication Service providers.

4.0 Insurance

4.1 At all times during the term of this Agreement, CLEC shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

4.1.1 With respect to CLEC's performance under this Agreement, and in addition to CLEC's obligation to indemnify, CLEC shall at its sole cost and expense:

4.1.1.1 maintain the insurance coverage and limits required by this Section 4.0 and any additional insurance and/or bonds required by law:

at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;

4.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 4.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and

4.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, CLEC may procure insurance from the state fund of the state where work is to be performed; and

4.1.1.4 deliver to AT&T-22STATE certificates of insurance stating the types of insurance and policy limits. CLEC shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-22STATE. CLEC shall deliver such certificates:

4.1.1.4.1 prior to execution of this Agreement and prior to commencement of any Work;

4.1.1.4.2 prior to expiration of any insurance policy required in this Section 4.0.

4.1.2 The Parties agree:

- 4.1.2.1 the failure of AT&T-22STATE to demand such certificate of insurance or failure of AT&T-22STATE to identify a deficiency will not be construed as a waiver of CLEC's obligation to maintain the insurance required under this Agreement;
 - 4.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CLEC, nor be deemed as a limitation on CLEC's liability to AT&T-22STATE in this Agreement;
 - 4.1.2.3 CLEC may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
 - 4.1.2.4 CLEC is responsible for any deductible or self-insured retention.
- 4.2 The insurance coverage required by this Section 4.0 includes:
- 4.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:
 - 4.2.1.1 \$500,000 for Bodily Injury – each accident; and
 - 4.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and
 - 4.2.1.3 \$500,000 for Bodily Injury by disease – each employee.
 - 4.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-22STATE, its Affiliates, and their directors, officers and employees.
 - 4.2.2 In states where Workers' Compensation insurance is a monopolistic state-run system, CLEC shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
 - 4.2.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
 - 4.2.3.1 \$2,000,000 General Aggregate limit; and
 - 4.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
 - 4.2.3.3 \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury; and
 - 4.2.3.4 \$2,000,000 Products/Completed Operations Aggregate limit; and
 - 4.2.3.5 \$1,000,000 each occurrence limit for Products/Completed Operations; and
 - 4.2.3.6 \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).
 - 4.2.4 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including

the tort liability of another assumed in a business contract) for CLECs who collocate on AT&T-22STATE's premises with limits of at least:

- 4.2.4.1 \$10,000,000 General Aggregate limit; and
 - 4.2.4.2 \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
 - 4.2.4.3 \$5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and
 - 4.2.4.4 \$10,000,000 Products/Completed Operations Aggregate limit; and
 - 4.2.4.5 \$5,000,000 each occurrence limit for Products/Completed Operations; and
 - 4.2.4.6 \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).
- 4.2.5 The Commercial General Liability insurance policy must:
- 4.2.5.1 include AT&T-22STATE, its Affiliates, and their directors, officers, and employees as Additional Insureds. A Collocated CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-22STATE. The Additional Insured endorsement may either be specific to AT&T-22STATE or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-22STATE, its Affiliates, and their directors, officers and employees; and
 - 4.2.5.2 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-22STATE.
- 4.2.6 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
- 4.3 This Section 4.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

5.0 Requirements and Specifications

- 5.1 Industry recognized standards are incorporated below by reference. CLEC 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:
- 5.1.1 The Blue Book Manual of Construction Procedures, Special Report SR TAP 001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
 - 5.1.2 The National Electrical Code (NEC); and
 - 5.1.3 The current version of The National Electrical Safety Code (NESC).

5.2 Changes in Industry Recognized Standards:

5.2.1 CLEC agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Section 5.1 above of this Appendix if required by law to do so or upon the mutual Agreement of the Parties.

5.3 Additional Electrical Design Specifications:

5.3.1 CLEC agrees that, in addition to specifications and requirements referred to in Section 5.1 above, CLEC's Facilities placed in **AT&T-22STATE**'s Conduit System shall meet all of the following electrical design specifications:

5.3.1.1 No Facility shall be placed in **AT&T-22STATE**'s Conduit System in violation of FCC regulations.

5.3.1.2 CLEC's Facilities placed in **AT&T-22STATE**'s Conduit System shall not be designed to use the earth as the sole conductor for any part of CLEC's circuits.

5.3.1.3 CLEC's Facilities carrying more than 50 volts AC rms (root mean square) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

5.3.1.4 No coaxial cable of CLEC shall occupy a Conduit System containing **AT&T-22STATE**'s cable unless such cable of CLEC meets the voltage limitations of Article 820 of the National Electrical Code referred to in Section 0 above.

5.3.1.5 CLEC's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half (1/2) 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.

5.3.1.6 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.

5.4 Additional Physical Design Specifications:

5.4.1 CLEC's Facilities placed in **AT&T-22STATE**'s Conduit System must meet all of the following physical design specifications:

5.4.1.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T-22STATE's Conduit or Ducts.

5.4.1.2 The integrity of AT&T-22STATE's Conduit System and overall safety of AT&T-22STATE's personnel and other personnel working in AT&T-22STATE's Conduit System requires that "dielectric cable" be placed when CLEC'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.

5.4.1.3 New construction splices in CLEC's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

5.5 Additional Specifications Applicable to Connections:

5.5.1 The following specifications apply to connections of CLEC's Conduit to AT&T-22STATE's Conduit System:

5.5.1.1 CLEC will be permitted to connect its Conduit or Duct only at an AT&T-22STATE Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install CLEC Facilities will be performed by CLEC or its contractor at CLEC's expense. In no event shall CLEC or its contractor "core bore" or make any other modification to AT&T-22STATE Manhole(s) without the prior written approval of AT&T-22STATE, which approval will not be unreasonably delayed or withheld.

5.5.1.2 If CLEC constructs or utilizes a Duct connected to AT&T-22STATE's Manhole, the Duct and all connections between that Duct and AT&T-22STATE's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T-22STATE's Conduit System. If CLEC'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 AT&T-22STATE's Conduit System.

5.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally:

5.6.1 Duct clearing, rodding or modifications required to grant CLEC access to AT&T-22STATE's Conduit Systems may be performed by AT&T-22STATE at CLEC's expense at charges which represent AT&T-22STATE's actual Costs. Alternatively (at CLEC's option) such work may be performed by a contractor who demonstrates compliance with AT&T-22STATE certification requirements, which certification requirements shall be consistent with F.C.C. rules. The Parties acknowledge that CLEC, its contractors, and other persons acting on CLEC's behalf will perform work for CLEC (e.g., splicing CLEC's Facilities) within AT&T-22STATE's Conduit System. CLEC represents and warrants that neither CLEC nor any Person Acting on CLEC's behalf shall permit any person to climb or work on or in any of AT&T-22STATE's Poles or to enter AT&T-22STATE's Manholes or work within AT&T-22STATE'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.

5.6.2 CLEC's Facilities within AT&T-22STATE's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in Section 6.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of CLEC's Facilities.

5.6.3 Rodding or clearing of Ducts in AT&T-22STATE's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T-22STATE, which authorization shall not be unreasonably delayed or withheld by AT&T-22STATE. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. CLEC may contract with

AT&T-22STATE for performance of such work or (at CLEC's option) with a contractor who demonstrates compliance with AT&T-22STATE certification requirements.

- 5.6.4 Personnel performing work on AT&T-22STATE's or CLEC's behalf in AT&T-22STATE'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 AT&T-22STATE's Conduit System.
- 5.6.5 Personnel performing work on AT&T-22STATE's or CLEC's behalf within AT&T-22STATE'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.
- 5.6.6 All of CLEC's Facilities shall be firmly secured and supported in accordance with Telcordia and industry standards as referred to in Section 5.1 above.
- 5.6.7 Identification of Facilities in Conduit/Manholes:
 - 5.6.7.1 CLEC's Facilities shall be plainly identified with CLEC's name in each Manhole with a firmly affixed permanent tag that meets standards set by AT&T-22STATE for its own Facilities.
- 5.6.8 Identification of Pole Attachments.
 - 5.6.8.1 CLEC's Facilities attached to AT&T-22STATE Poles shall be plainly identified with CLEC's name firmly affixed at each Pole by a permanent tag that meets industry standards as referred to in Section 5.1 above.
- 5.6.9 Manhole pumping and purging required in order to allow CLEC's work operations to proceed shall be performed by a vendor approved by AT&T-22STATE in compliance with AT&T-22STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures", and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 5.6.10 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.
- 5.6.11 Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's Facilities within AT&T-22STATE's Conduit System shall be of a type approved by AT&T-22STATE or Telcordia as referenced in Section 5.1 above.
- 5.6.12 When CLEC or personnel performing work on CLEC's behalf are working within or in the vicinity of any part of AT&T-22STATE's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled ROW, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T-22STATE shall have no responsibility for the safety of personnel performing work on CLEC'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. AT&T-22STATE reserves the right to suspend CLEC's activities on, in or in the vicinity of AT&T-22STATE's Poles or Conduit System if, in AT&T-22STATE's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of CLEC or any personnel

performing work on CLEC's behalf, which suspension shall cease when the condition has been rectified.

- 5.6.13 Except for protective screens, no temporary cover shall be placed by CLEC or personnel performing work on CLEC's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.
- 5.6.14 Smoking or the use of any open flame is prohibited in **AT&T-22STATE**'s Manholes, in any other portion of **AT&T-22STATE**'s Conduit System, or within ten (10) feet 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.
- 5.6.15 Artificial lighting, when required, will be provided by CLEC. Only explosion proof lighting fixtures shall be used.
- 5.6.16 Neither CLEC nor personnel performing work on CLEC's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in **AT&T-22STATE**'s Conduit System (including any Manhole) during work operations performed within or in the vicinity of **AT&T-22STATE**'s Conduit System.
- 5.6.17 CLEC will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in **AT&T-22STATE**'s Manholes, in any other portions of **AT&T-22STATE**'s Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

5.7 Opening of Manholes:

- 5.7.1 The following requirements apply to the opening of **AT&T-22STATE**'s Manholes and the authority of **AT&T-22STATE** personnel present when work on CLEC's behalf is being performed within or in the vicinity of **AT&T-22STATE**'s Conduit System.

- 5.7.1.1 AT&T-22STATE's Manholes shall be opened only as permitted by AT&T-22STATE's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 5.7.1.2 CLEC shall notify AT&T-22STATE forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T-22STATE's Manholes.
 - 5.7.1.3 CLEC shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
 - 5.7.1.4 AT&T-22STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site. The presence of AT&T-22STATE's authorized employee or agent at the work site shall not relieve CLEC or personnel performing work on CLEC's behalf of their responsibility to conduct all work operations within AT&T-22STATE's Conduit System in a safe and workmanlike manner.
 - 5.7.1.5 Although AT&T-22STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site, AT&T-22STATE's employee or agent shall have the authority to suspend CLEC's work operations within AT&T-22STATE's Conduit System if, in the reasonable discretion of such AT&T-22STATE employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by CLEC or personnel performing work on CLEC's behalf.
- 5.8 Occupational Safety and Health Administration (OSHA) Compliance: Notice to AT&T-22STATE of Unsafe Conditions:
- 5.8.1 CLEC agrees that:
 - 5.8.1.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with OSHA's rules and regulations promulgated thereunder.
 - 5.8.1.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors shall, when working on or within AT&T-22STATE's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder.
 - 5.8.1.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this Section.
 - 5.8.1.4 CLEC (and any Person Acting on CLEC's Behalf) may report unsafe conditions on, in or in the vicinity of AT&T-22STATE's Poles or Conduit System to AT&T-22STATE.
- 5.9 Compliance with Environmental Laws and Regulations:
- 5.9.1 CLEC acknowledges that, from time to time, environmental contaminants may enter AT&T-22STATE's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (Transite type) are constructed with asbestos-containing materials. If AT&T-22STATE has knowledge of the presence of such contaminants in a Conduit for which CLEC has applied for or holds a License, AT&T-22STATE will promptly notify CLEC of such fact.
- 5.10 Notwithstanding any of AT&T-22STATE's notification requirements in this Appendix, CLEC acknowledges that some of AT&T-22STATE's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit", "Transite", or "Johns-Manville". Until proven otherwise, CLEC 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.

- 5.11 **AT&T-22STATE** makes no representations to CLEC or personnel performing work on CLEC's behalf that **AT&T-22STATE**'s Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. CLEC agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 5.11.1 CLEC'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).
- 5.11.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of **AT&T-22STATE**'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.
- 5.11.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section. **AT&T-22STATE** will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by **AT&T-22STATE** pursuant to this section will be provided in a timely manner.
- 5.11.4 CLEC and all personnel performing work on CLEC's behalf shall comply with such standards and practices as **AT&T-22STATE** and CLEC may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, **AT&T-22STATE** Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither CLEC nor **AT&T-22STATE** nor personnel performing work on either Party's behalf shall discharge water or any other substance from any **AT&T-22STATE** 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. No such waste material shall be deposited on **AT&T-22STATE** premises for storage or disposal.

- 5.12 Compliance with Other Governmental Requirements:

- 5.12.1 CLEC agrees that its Facilities attached to **AT&T-22STATE**'s Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. CLEC shall comply with all 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. CLEC shall establish appropriate procedures and controls to assure such compliance by all persons acting on CLEC's behalf, including but not limited to, CLEC's employees, agents, contractors, and subcontractors.

- 5.13 Differences in Standards or Specifications:

- 5.13.1 To the extent that there may be differences in any applicable standards or specifications referred to in Section 5.0 above, the most stringent standard or specification shall apply.

5.14 CLEC Solely Responsible for the Condition of Its Facilities:

5.14.1 CLEC 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 above. In this regard, **AT&T-22STATE** shall have no duty to CLEC to inspect or monitor the condition of CLEC's Facilities (including but not limited to splices and other Facilities connections) located within **AT&T-22STATE**'s Conduit and Ducts or any attachment of CLEC's Facilities to **AT&T-22STATE**'s Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. **AT&T-22STATE** may, however, conduct such inspections and audits of its Poles and Conduit System as **AT&T-22STATE** determines reasonable or necessary. Such inspection and audits shall be conducted at **AT&T-22STATE**'s expense with the exception of (1) follow-up inspection to confirm remedial action after an observed CLEC violation of the requirements of this Appendix; and (2) inspection of CLEC Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by CLEC.

5.14.2 Either Party may audit the other Party's compliance with the terms of this Section.

5.14.3 Observed safety hazards or imminent Facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.

5.15 Efficient use of Conduit:

5.15.1 **AT&T-22STATE** will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by **AT&T-22STATE**.

6.0 **Additional CLEC Responsibilities**

6.1 Third Party Property Owners:

6.1.1 Licenses granted under this Section authorize CLEC to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by **AT&T-22STATE** but do not affect the rights of landowners to control terms and conditions of access to their property.

6.1.1.1 CLEC agrees that neither CLEC nor any persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of **AT&T-22STATE**'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 CLEC'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 CLEC's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

6.2 Required Permits, Certificates and Licenses:

6.2.1 CLEC shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

6.2.2 CLEC shall not attach or place its Facilities to or in **AT&T-22STATE**'s Poles, Conduit or Duct located on any property for which it or **AT&T-22STATE** has not first obtained all required authorizations.

6.2.3 AT&T-22STATE shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay AT&T-22STATE's Pre-License Survey work.

6.3 Lawful Purposes:

6.3.1 All Facilities placed by CLEC in AT&T-22STATE's Conduit and Ducts or on AT&T-22STATE's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of CLEC's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, CLEC shall not utilize any Facilities occupying or attached to AT&T-22STATE's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

7.0 Facilities and Licenses

7.1 Licenses Required:

7.1.1 Before placing any Facilities in AT&T-22STATE's Conduits or Ducts or attaching any Facilities to AT&T-22STATE's Poles, Anchors or Anchor/Guy Strands, CLEC must first apply for and receive a written License from AT&T-22STATE.

7.2 Provision of Records and Information to CLEC:

7.2.1 In order to obtain information regarding Facilities, CLEC shall make a written request to AT&T-22STATE, 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, AT&T-22STATE shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T-22STATE Poles, Conduit and ROW located within the geographic area specified by CLEC. Provision of information under the terms of this section shall include the right of CLEC employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in CLEC's request. Such copies of records shall be provided to CLEC via courier at the expense of CLEC or otherwise available at the records location center. For AT&T-22STATE requests, the contact information can be found on the AT&T CLEC Online website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by CLEC, are on an individual case basis. The components which make up the total Costs are the sum of:

7.2.1.1 AT&T-22STATE employee Costs based on the time spent researching, reviewing and copying records

7.2.1.2 Copying costs

7.2.1.3 Shipping costs

7.3 No Warranty of Record Information:

7.3.1 CLEC acknowledges that records and information provided by AT&T-22STATE pursuant to Section 7.2 above may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and ROW. In providing such records and information, AT&T-22STATE assumes no liability to CLEC or any Third Party for errors/omissions contained therein.

7.4 Determination of Availability:

7.4.1 AT&T-22STATE shall provide Pole, Conduit and ROW availability information in response to a request from CLEC which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Joint Use Pole(s), AT&T-22STATE shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for AT&T-22STATE's Facilities only. Notwithstanding any other provision, AT&T-22STATE shall not determine space availability upon any Joint Use Pole(s). CLEC may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and AT&T-22STATE shall provide CLEC at least forty-eight (48) hours notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter AT&T-22STATE 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 AT&T-22STATE, with a AT&T-22STATE representative present and at CLEC's expense.

7.5 Assignment of Conduit, Duct and Pole Space:

7.5.1 AT&T-22STATE shall not unreasonably deny or delay issuance of any License and, in any event, AT&T-22STATE shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

7.5.1.1 No Make-Ready Work Required:

7.5.1.1.1 If AT&T-22STATE determines that no Make-Ready Work is required, AT&T-22STATE 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 forty-five (45) calendar days after AT&T-22STATE receives CLEC's Application, which period shall exclude any time AT&T-22STATE is awaiting a response from CLEC.

7.5.1.2 Make-Ready Work Required:

7.5.1.2.1 If Make-Ready Work is to be performed by AT&T-22STATE, such available space shall remain in effect until Make-Ready Costs are presented to CLEC and approval by CLEC pursuant to the time frames herein. If CLEC approves AT&T-22STATE's Make-Ready Work Costs, CLEC shall have twelve (12) months from the date of Application approval to install its Facilities.

7.5.1.2.2 If CLEC rejects AT&T-22STATE's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if CLEC elects from the time of Application to perform the Make-Ready Work itself or through a contractor, CLEC shall install its Facilities within twelve (12) months from the date that CLEC informs AT&T-22STATE that CLEC will perform Make-Ready Work. In the event CLEC does not install its Facilities within the time frames set out in this Section, the assignment shall be void and such space shall become available.

8.0 Make-Ready Work

8.1 Work Performed by AT&T-22STATE:

8.1.1 If performed by AT&T-22STATE, Make-Ready Work to accommodate CLEC's Facilities on Poles, Joint Use

Pole(s) or in Conduit System shall be included in the normal work load schedule of AT&T-22STATE 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 AT&T-22STATE in the ordinary course of AT&T-22STATE's business.

8.1.2 If CLEC desires Make-Ready Work to be performed on an expedited basis and AT&T-22STATE agrees to perform the work on such a basis, AT&T-22STATE shall recalculate the estimated Make-Ready Work charges to include any expedite charges. If CLEC accepts AT&T-22STATE's revised estimate of charges, CLEC shall pay such additional charges.

8.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by AT&T-22STATE are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from AT&T-22STATE. AT&T-22STATE will begin Make-Ready Work required to accommodate CLEC after receipt of CLEC's Make-Ready Work payment. After receipt of payment, AT&T-22STATE will schedule the work for completion.

8.3 Work Performed by Certified Contractor:

8.3.1 In lieu of obtaining performance of Make-Ready Work by AT&T-22STATE, CLEC at its option may arrange for the performance of such work by a contractor certified by AT&T-22STATE to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by AT&T-22STATE in the selection of its own contract labor. Notwithstanding any other provisions of this Section, CLEC may not employ a contractor to accomplish Make-Ready Work if AT&T-22STATE is likewise precluded from contractor selection under the terms of an applicable joint use Agreement or collective bargaining Agreement. In accordance with Section 0 above, all Manhole pumping and purging shall be performed by a vendor approved by AT&T-22STATE.

8.4 Completion of Make-Ready Work:

8.4.1 AT&T-22STATE will issue a License to CLEC once all Make-Ready Work necessary to CLEC's attachment or occupancy has been completed.

9.0 Application Form and Fees

9.1 Application Process:

9.1.1 To apply for a License under this Appendix, CLEC shall submit the appropriate AT&T-22STATE administrative form(s), which can be found on the AT&T CLEC On-Line website, (two (2) sets of each and either a route map specifically indicating CLEC desired route or engineered drawings are to be included). CLEC has the option of (1) requesting copies of AT&T-22STATE records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey conducted by AT&T-22STATE has determined that Make-Ready Work is not required. CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule as set forth below in Section 12.0 below.

- 9.2 **AT&T-22STATE** will process License Applications in the order in which they are received; provided, however, that when CLEC has multiple Applications on file with **AT&T-22STATE**, CLEC may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.
- 9.2.1 Each Application for a License under this Section shall specify the proposed route of CLEC's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which CLEC desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which CLEC desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which CLEC desires to attach to each Pole or Joint Use Pole.
- 9.2.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified in Section 12.1 below of this Appendix, and an indication of whether CLEC will, at its option, perform its own Make-Ready Work.
- 9.3 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities:
- 9.3.1 CLEC may include multiple cables in a single License Application and multiple services (e.g., CATV and non CATV services) may be provided by CLEC in the same cable Sheath. CLEC's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by CLEC's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if CLEC desires to lash additional cable to existing Facilities of a Third Party, CLEC shall provide **AT&T-22STATE** with reasonable Notice, and shall obtain written permission from the owner of the existing Facilities. If **AT&T-22STATE** determines that the requested Lashing would violate safety or engineering requirements, **AT&T-22STATE** shall provide written Notice to CLEC within a reasonable time specifying in detail **AT&T-22STATE**'s findings. If CLEC desires to place 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, CLEC must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in **AT&T-22STATE**'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 **AT&T-22STATE** Poles.
- 9.4 Each Application shall designate an employee as CLEC's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Licenses and providing records and information. CLEC may at any time designate a new point of contact by giving written Notice of such change while the Application is open.
- 10.0 Processing of Applications (Including Pre-License Surveys and Field Inspections)**
- 10.1 CLEC's Priorities:
- 10.1.1 When CLEC has multiple Applications on file with **AT&T-22STATE**, CLEC shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.
- 10.2 Pre-License Survey:
- 10.2.1 After CLEC 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 **AT&T-22STATE**'s Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate CLEC's Facilities, without substantially interfering with the ability of **AT&T-22STATE** or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of **AT&T-22STATE**'s Conduit System or Facilities

attached to AT&T-22STATE's Pole or placed within or connected to AT&T-22STATE's Conduit System. If a Pre-License Survey is to be conducted by AT&T-22STATE, AT&T-22STATE will provide CLEC the Costs to perform the Pre-License Survey. After receipt of CLEC's payment of Pre-License Survey Costs, AT&T-22STATE will schedule the survey. If CLEC gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at CLEC's expense.

10.2.1.1 The purpose of the Pre-License Survey is to determine whether CLEC's proposed attachments to AT&T-22STATE's Poles or occupancy of AT&T-22STATE's Conduit and Ducts will substantially interfere with use of AT&T-22STATE's Facilities by AT&T-22STATE and others with Facilities occupying, connected or attached to AT&T-22STATE's Pole or Conduit System and to determine what Make-Ready Work is required to accommodate CLEC's Facilities on AT&T-22STATE's Poles, Joint Use Pole(s), or Conduit, Duct, or ROW and the cost associated with AT&T-22STATE performing such Make-Ready Work and to provide information to CLEC for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or ROW is suitable for its use.

10.2.1.2 Based on information provided by AT&T-22STATE, CLEC shall determine whether AT&T-22STATE's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet CLEC's needs.

10.2.1.3 AT&T-22STATE may not unreasonably refuse to continue to process an Application based on AT&T-22STATE's determination that CLEC's proposed use of AT&T-22STATE's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. CLEC 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. CLEC acknowledges that AT&T-22STATE is not explicitly or implicitly warranting to CLEC that CLEC's proposed use of AT&T-22STATE's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

10.3 Administrative Processing:

10.3.1 The administrative processing portion of the Pre-License 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 AT&T-22STATE and/or other Licensed Facilities) will be performed by AT&T-22STATE at CLEC's expense. Anything to the contrary herein notwithstanding, AT&T-22STATE shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

11.0 Issuance of Licenses

11.1 Obligation to Issue Licenses:

11.1.1 AT&T-22STATE shall issue a License to CLEC pursuant to this Section. AT&T-22STATE and CLEC acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which CLEC may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T-22STATE's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Act. Each License issued hereunder shall be for an indefinite term, subject to CLEC's compliance with the provisions applicable to such License and further subject to CLEC's right to terminate such License at any time for any reason upon at least thirty (30) calendar days prior written Notice.

11.2 Multiple Applications:

11.2.1 CLEC acknowledges the following:

11.2.1.1 That multiple parties including **AT&T-22STATE** may seek to place their Facilities in **AT&T-22STATE**'s Conduit and Ducts or make attachments to Poles at or about the same time.

11.2.1.2 That the Make-Ready Work required to prepare **AT&T-22STATE**'s Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant.

11.2.1.3 That issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single applicant situations.

11.2.1.4 That cooperation and negotiations between all applicants and **AT&T-22STATE** may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or ROW.

11.2.2 All Applications will be processed on a first-come, first-served basis.

11.3 Agreement to Pay for All Make-Ready Work Completed:

11.3.1 CLEC's submission of written authorization for Make-Ready Work shall also constitute CLEC's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work.

11.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities:

11.4.1 CLEC shall make arrangements with the owners of other Facilities located in or connected to **AT&T-22STATE**'s Conduit System or attached to **AT&T-22STATE**'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 CLEC's Facilities in or to **AT&T-22STATE**'s structures.

11.5 License:

11.5.1 When CLEC's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, **AT&T-22STATE** will execute and return a signed authorization to CLEC, as appropriate, authorizing CLEC to attach or place the specified Facilities on **AT&T-22STATE**'s Poles or in **AT&T-22STATE**'s Conduit or Ducts.

11.5.2 Each License issued under this Section shall authorize CLEC to attach to **AT&T-22STATE**'s Poles or place or maintain in **AT&T-22STATE**'s Conduit or Ducts only those Facilities specifically described in the License, and no others.

11.5.3 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

12.0 **Construction of CLEC's Facilities**

12.1 Construction Schedule:

12.1.1 CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting CLEC to attach Facilities to **AT&T-22STATE**'s Poles or

place Facilities in AT&T-22STATE's Conduit or Ducts, CLEC shall provide AT&T-22STATE with an updated construction schedule and shall thereafter keep AT&T-22STATE informed of significant anticipated changes in the construction schedule.

12.1.2 Construction schedules required by this Section shall include, at a minimum, the following information:

12.1.2.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

12.1.2.2 The names of each contractor and subcontractor which will be involved in the construction activities;

12.1.2.3 The estimated dates when construction will begin and end; and

12.1.2.4 The approximate dates when CLEC or persons acting on CLEC's behalf will be performing construction work in connection with the placement of CLEC's Facilities in AT&T-22STATE's Conduit or Ducts.

12.2 Additional Pre- construction Procedures for Facilities Placed in Conduit System:

12.2.1 The following procedures shall apply before CLEC places Facilities in AT&T-22STATE's Conduit System:

12.2.1.1 CLEC shall give written notice of the type of Facilities which are to be placed; and

12.2.1.2 AT&T-22STATE shall designate the particular Duct or Ducts or inner Ducts (if Available) to be occupied by CLEC's Facilities, the location and manner in which CLEC's Facilities will enter and exit AT&T-22STATE's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by AT&T-22STATE to occupy the Conduit System. CLEC may not occupy a Duct other than the specified Duct without the express written consent of AT&T-22STATE. AT&T-22STATE shall provide to CLEC space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

12.3 Responsibility for Constructing or Placing Facilities:

12.3.1 AT&T-22STATE shall have no obligation to construct any Facilities for CLEC or to attach CLEC's Facilities to, or place CLEC's Facilities in, AT&T-22STATE'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 in this Section, any License issued hereunder, or by the Telecommunications Act or any other applicable law.

12.4 CLEC Responsible for Constructing, Attaching and Placing Facilities:

12.4.1 Except where otherwise mutually agreed by CLEC and AT&T-22STATE, CLEC shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in AT&T-22STATE's Poles, Conduit or Ducts at CLEC's sole Cost and expense. CLEC 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 CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on AT&T-22STATE's Pole, in any part of AT&T-22STATE's Conduit System or in the vicinity of AT&T-22STATE's Poles or Conduit System.

- 12.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements:
- 12.5.1 CLEC shall construct its Facilities in accordance with the provisions of this section and all Licenses issued hereunder.
 - 12.5.2 CLEC shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Appendix.
 - 12.5.3 CLEC shall satisfy all Legal Requirements set forth above in the Appendix.
 - 12.5.4 CLEC shall not permit any person acting on CLEC's behalf to perform any work on **AT&T-22STATE**'s Poles or within **AT&T-22STATE**'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 CLEC or any person working on CLEC's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, CLEC shall notify **AT&T-22STATE** of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until CLEC is satisfied that the work can be safely performed.
- 12.6 Construction Notices:
- 12.6.1 If requested to do so, CLEC shall provide **AT&T-22STATE** with information to reasonably assure **AT&T-22STATE** that construction has been performed in accordance with all applicable standards and requirements.
- 12.7 Points for Attachment:
- 12.7.1 **AT&T-22STATE** shall specify the point of attachment of each Pole or Anchor to be occupied by CLEC's Facilities, and such CLEC's Facilities shall be attached above **AT&T-22STATE**'s Facilities. When the Facilities of more than one applicant are involved, **AT&T-22STATE** will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.
- 12.8 CLEC power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures as referenced in Section 5.0 above.
- 12.9 **AT&T-22STATE** will evaluate and approve in its sole discretion, on an individual case basis, the location of certain pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing attachments.
- 12.10 CLEC shall hold **AT&T-22STATE** harmless and indemnify **AT&T-22STATE** for damages to itself or Third Parties in accordance with the General Terms and Conditions of this Agreement, that result from the operation or maintenance of CLEC's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.
- 12.11 Manhole and Conduit Break-Outs:
- 12.11.1 CLEC shall be permitted to add Conduit ports to **AT&T-22STATE** Manholes when existing Conduits do not provide the pathway connectivity needed by CLEC; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.
- 12.12 Completion of CLEC Construction:
- 12.12.1 For each CLEC Attachment to or occupancy within **AT&T-22STATE** Facilities, CLEC will provide to **AT&T-22STATE**'s single-point of contact (within twenty (20) calendar days of CLEC construction-complete date) a complete set of actual placement drawings for posting to **AT&T-22STATE** records.

13.0 Use and Routine Maintenance of CLEC's Facilities

13.1 Use of CLEC's Facilities:

13.1.1 Each License granted under this Section authorizes CLEC to have access to CLEC's Facilities on or in AT&T-22STATE's Poles, Conduits and Ducts as needed for the purpose of serving CLEC's End Users, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

13.2 Routine Maintenance of CLEC's Facilities:

13.2.1 Each License granted under this section authorizes CLEC to engage in routine maintenance of CLEC's Facilities located on or in AT&T-22STATE's Poles, Conduits, Ducts and ROW pursuant to such License. CLEC shall give reasonable written 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. CLEC shall give reasonable Notice to AT&T-22STATE before performing any work, whether or not of a routine nature, in AT&T-22STATE's Conduit System.

13.3 CLEC Responsible for Maintenance of CLEC's Facilities:

13.3.1 CLEC shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Appendix) and all Licenses issued hereunder. CLEC 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 CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on AT&T-22STATE's Poles, within AT&T-22STATE's Conduit System or in the immediate vicinity of such Poles or Conduit System.

13.4 AT&T-22STATE Is Not Responsible for Maintaining CLEC's Facilities:

13.4.1 AT&T-22STATE shall have no obligation to maintain any Facilities which CLEC has attached or connected to, or placed in, AT&T-22STATE's Poles, Conduits, Ducts or any portion of AT&T-22STATE's Conduit System, except to the extent expressly provided by the provisions of this section or any License issued hereunder, or by the Act or other applicable laws, rules or regulations.

13.5 Information Concerning the Maintenance of CLEC's Facilities:

13.5.1 Promptly after the issuance of a License permitting CLEC to attach Facilities to, or place Facilities in AT&T-22STATE's Poles, Conduits or Ducts, CLEC shall provide AT&T-22STATE with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's Facilities, and shall thereafter notify AT&T-22STATE of changes to such information. The manager responsible for routine maintenance of CLEC's Facilities shall, on AT&T-22STATE's request, identify any contractor, subcontractor, or other person performing maintenance activities on CLEC's behalf at a specified site and shall, on AT&T-22STATE's request, provide such additional documentation relating to the maintenance of CLEC's Facilities as reasonably necessary to demonstrate that CLEC and all persons acting on CLEC's behalf are complying with the requirements of this section and Licenses issued hereunder.

13.6 Identification of Personnel Authorized to Have Access to CLEC's Facilities:

13.6.1 All personnel authorized to have access to CLEC's Facilities shall, while working on AT&T-22STATE'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 AT&T-22STATE employee, produce such identification.

14.0 Modification and Replacement of CLEC's Facilities

14.1 Notification of Planned Modification or Replacement of Facilities:

14.1.1 CLEC shall, when practicable, notify **AT&T-22STATE** in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a **AT&T-22STATE** Pole, Anchor or Anchor/Guy Strand or located in any **AT&T-22STATE** Conduit or Duct. The Notice shall contain sufficient information to enable **AT&T-22STATE** to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present License or requires a new or amended License.

14.2 New or Amended License Required:

14.2.1 A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

14.2.1.1 Requires that CLEC use additional space on **AT&T-22STATE**'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

14.2.1.2 Results in the size or location of CLEC's Facilities on **AT&T-22STATE**'s Poles or in its Conduit or Ducts being appreciably different from those described and authorized in CLEC's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

15.0 Rearrangement of Facilities at the Request of Another

15.1 Make-Ready Work:

15.1.1 If it is determined that Make-Ready Work will be necessary to accommodate Attaching Party's Facilities, Attaching Party shall have forty-five (45) calendar days (the "acceptance period") to either:

15.1.1.1 submit payment for the estimate authorizing **AT&T-22STATE** or its contractor to complete the Make-Ready Work; or

15.1.1.2 advise **AT&T-22STATE** of its willingness to perform the proposed Make-Ready Work itself if permissible in the application area.

15.1.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with **AT&T-22STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **AT&T-22STATE** or **AT&T-22STATE**'s contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **AT&T-22STATE**'s Structures or interferes with any existing use of **AT&T-22STATE**'s Facilities or the Facilities of any other user.

15.1.3 **AT&T-22STATE** shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, **AT&T-22STATE** shall endeavor to minimize its Costs to CLEC. If it is determined that such Make-Ready Work is required, **AT&T-22STATE** shall provide CLEC with the estimated Costs for Make-Ready Work and a Make Ready-Work Due Date.

15.1.4 CLEC shall be solely responsible for negotiating with persons or entities other than AT&T-22STATE for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of AT&T-22STATE and/or other CLECs as well as CLEC, 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 AT&T-22STATE, AT&T-22STATE shall issue such Licenses in conjunction with the issuance of the applied-for License to CLEC.

15.2 Rearrangement of CLEC's Facilities at AT&T-22STATE's Request:

15.2.1 CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-22STATE 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 AT&T-22STATE's business needs or authorized Application of another entity seeking access to AT&T-22STATE's Poles or Conduit Systems. CLEC agrees that CLEC will, upon AT&T-22STATE's request, and at AT&T-22STATE's expense, but at no Cost to CLEC, participate with AT&T-22STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-22STATE's Conduit System or Facilities rearrangement. CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-22STATE 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. CLEC shall, upon AT&T-22STATE's request, participate with AT&T-22STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-22STATE'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.

15.2.2 CLEC 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 a CLEC End User.

15.2.3 If CLEC fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T-22STATE in writing, AT&T-22STATE may perform such rearrangements with written Notice to CLEC, and CLEC shall reimburse AT&T-22STATE for actual costs and expenses incurred by AT&T-22STATE in connection with the rearrangement of CLEC's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under the Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than CLEC; and provided further, however, that CLEC shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T-22STATE's business needs.

16.0 Emergency Repairs and Pole Replacements

16.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

16.1.1 In general, each Party shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.

16.1.2 Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the Facilities of joint users.

16.1.3 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with Facilities in the Conduit section in which the maintenance Duct is located; provided, however, that an entity using the maintenance Duct for emergency repair activities will notify AT&T-22STATE within

twelve (12) hours of the current Business Day (or first Business Day following a non-business day) that such entity is entering the AT&T-22STATE Conduit system and using the maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be included to be assigned to the user of the Duct and an occupancy permit issued.

- 16.1.4 The Attaching Party shall either vacate the maintenance Duct within thirty (30) calendar days or, with AT&T-22STATE's consent, rearrange its Facilities to ensure that at least one full-sized replacement maintenance Duct (or, if the designated maintenance Duct was an inner-Duct, a suitable replacement inner-Duct) is available for use by all occupants in the Conduit section within thirty (30) calendar days after such Attaching Party occupies the maintenance Ducts. If Attaching Party fails to vacate the maintenance Duct as described above, AT&T-22STATE may install a maintenance conduit at the Attaching Party's expense.

16.2 Designation of Emergency Repair Coordinators and Other Information:

- 16.2.1 For each AT&T-22STATE construction district, Attaching Party shall provide AT&T-22STATE with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's Facilities and shall thereafter notify AT&T-22STATE of changes to such information.

16.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations:

- 16.3.1 When notice and coordination are practicable, AT&T-22STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 16.3.2 Emergency service restoration work requirements shall take precedence over other work operations.
- 16.3.3 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- 16.3.4 AT&T-22STATE shall determine the order of precedence of work operations and assignment of Duct space in the maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach consensus provided, however, that these decisions shall be made by AT&T-22STATE on a nondiscriminatory basis in accordance with the principles set forth in this section.

16.4 Emergency Pole Replacements

- 16.4.1 When emergency pole replacements are required, AT&T-22STATE shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 16.4.2 If notified by AT&T-22STATE that an emergency exists which will require the replacement of a pole,

Attaching Party shall transfer its Facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-22STATE replacement pole, the transfer shall be in accordance with AT&T-22STATE's placement instructions.

- 16.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-22STATE and thereby authorize AT&T-22STATE (or any Other User sharing the pole with AT&T-22STATE) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

16.5 Expenses Associated with Emergency Repairs:

- 16.5.1 Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own Facilities and transfers or rearrangements of such Facilities associated with emergency pole replacements made in accordance with the provisions of this article.
- 16.5.2 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's Facilities.
- 16.5.3 Attaching Party shall reimburse AT&T-22STATE for the Costs incurred by AT&T-22STATE for work performed by AT&T-22STATE on Attaching Party's behalf in accordance with the provisions of this article.

17.0 Inspection by AT&T-22STATE of CLEC's Facilities

- 17.1 AT&T-22STATE may monitor, at CLEC's expense, the entrance and exit of CLEC's Facilities into AT&T-22STATE's Manholes and the placement of CLEC's Facilities in AT&T-22STATE's Manholes.

17.2 Post-Construction Inspections:

- 17.2.1 AT&T-22STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of Facilities to AT&T-22STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-22STATE will provide the Attaching Party advance written Notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-22STATE on the post-construction inspection.

17.3 Periodic or Spot Inspections:

- 17.3.1 AT&T-22STATE shall have the right, but not the obligation, to make Periodic or Spot Inspections of all Facilities attached to AT&T-22STATE's Structure. Periodic Inspections will not be made more often than once every two (2) years, unless in AT&T-22STATE's judgment, such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.
- 17.3.2 AT&T-22STATE will give CLEC advance written Notice of such inspections, and CLEC 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 CLEC.
- 17.3.3 Such inspections shall be conducted at AT&T-22STATE's expense; provided, however, that CLEC shall bear the Costs of inspections as delineated in Sections 17.1 above and 0 above.
- 17.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-22STATE may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their Attachments in violation. The

amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

- 17.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to AT&T-22STATE's Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to AT&T-22STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.
- 17.4 Neither the act of inspection by AT&T-22STATE of CLEC's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T-22STATE any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.
- 17.5 Notice of Noncompliance:
- 17.5.1 If, at any time, AT&T-22STATE determines that Attaching Party's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T-22STATE may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute AT&T-22STATE's assertion that such Facilities are not in compliance, Attaching Party agrees to provide AT&T-22STATE with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T-22STATE in writing when the Facilities have been brought into compliance.
- 17.6 Disputes over Alleged Noncompliance:
- 17.6.1 If Attaching Party disputes AT&T-22STATE's assertion that Attaching Party's Facilities are not in compliance, Attaching Party shall notify AT&T-22STATE in writing of the basis for Attaching Party's assertion that its Facilities are in compliance.
- 17.7 Failure to Bring Facilities into Compliance:
- 17.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided AT&T-22STATE with proof sufficient to persuade AT&T-22STATE that AT&T-22STATE erred in asserting that the Facilities were not in compliance, and if AT&T-22STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-22STATE's Facilities or those of other users, AT&T-22STATE may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix.
- 17.8 Correction of Conditions by AT&T-22STATE:
- 17.8.1 If AT&T-22STATE elects to bring Attaching Party's Facilities into compliance, the provisions of this section shall apply.
- 17.8.2 AT&T-22STATE will, whenever practicable, notify CLEC in writing before performing such work. The written Notice shall describe the nature of the work to be performed and AT&T-22STATE's schedule for performing the work.
- 17.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T-22STATE Manhole, AT&T-22STATE may, at Attaching Party's expense,

reattach them but shall not be obligated to do so. If AT&T-22STATE does not reattach Attaching Party's Facilities, AT&T-22STATE shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.

17.8.4 AT&T-22STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.

17.8.5 Attaching Party to Bear Expenses:

17.8.5.1 Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

18.0 Notice of Noncompliance

18.1 Disputes over Alleged Noncompliance:

18.1.1 If CLEC disputes AT&T-22STATE's assertion that CLEC's Facilities are not in compliance, CLEC shall notify AT&T-22STATE in writing of the basis for CLEC's assertion that its Facilities are in compliance.

19.0 Unauthorized Occupancy or Utilization of AT&T-22STATE's Facilities

19.1 Tagging of Facilities and Unauthorized Attachments:

19.1.1 Facilities to Be Marked:

19.1.1.1 Attaching Party shall tag or otherwise mark all of Attaching Party's Facilities placed on or in AT&T-22STATE's Structure in a manner sufficient to identify the Facilities as those belonging to the Attaching Party.

19.1.2 Removal of Untagged Facilities:

19.1.2.1 AT&T-22STATE may, without notice to any person or entity, remove from AT&T-22STATE's poles or any part of AT&T-22STATE's Conduit System the Attaching Party's Facilities, if AT&T-22STATE determines that such Facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-22STATE's poles or in AT&T-22STATE's Conduit System.

19.2 Notice to Attaching Party:

19.2.1 If any of Attaching Party's Facilities for which no occupancy permit is presently in effect are found attached to AT&T-22STATE's Poles or Anchors or within any part of AT&T-22STATE's Conduit System, AT&T-22STATE, without prejudice to other rights or remedies available to AT&T-22STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by submitting to AT&T-22STATE, in writing, an Application for a new or amended Occupancy permit with respect to such Facilities.

19.3 Approval of Request and Retroactive Charges:

19.3.1 If AT&T-22STATE approves Attaching Party's Application for a new or amended Occupancy permit, Attaching Party shall be liable to AT&T-22STATE for all fees and charges associated with the unauthorized attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-22STATE of any of its rights or privileges under this Appendix or otherwise.

19.3.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from AT&T-22STATE's Poles, Conduit System or ROW or until a new or amended Occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-22STATE licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at AT&T-22STATE's request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to AT&T-22STATE or another Other User, and shall pay AT&T-22STATE for all Costs incurred by AT&T-22STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.

19.4 Removal of Unauthorized Attachments:

19.4.1 If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized Facilities within the specified period of time, AT&T-22STATE shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not been removed within the time specified in the Notice, AT&T-22STATE may, at AT&T-22STATE's option, remove Attaching Party's Facilities at Attaching Party's expense.

19.5 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-22STATE's Facilities:

19.5.1 No act or failure to act by AT&T-22STATE with regard to any unauthorized Attachment or Occupancy or unauthorized use of AT&T-22STATE's Structure shall be deemed to constitute a ratification by AT&T-22STATE of the unauthorized Attachment or Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized Facilities.

19.5.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

19.6 Prompt Payment of Applicable Fees and Charges:

19.6.2 Fees and charges for Pole Attachments and Conduit System Occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not CLEC is permitted to continue the Pole Attachment or Conduit Occupancy. See the Pricing Schedule for applicable annual rental fees.

19.7 No Implied Waiver or Ratification of Unauthorized Use:

19.7.1 No act or failure to act by AT&T-22STATE 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 AT&T-22STATE of any of its rights or privileges under this Appendix or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Appendix in regard to said unauthorized use from its inception.

20.0 Removal of CLEC's Facilities

20.1 When Applicant no longer intends to occupy space on an AT&T-22STATE Pole or in a AT&T-22STATE Duct or Conduit, Applicant will provide written notification to AT&T-22STATE that it wishes to terminate the Occupancy permit with respect to such space and will remove its Facilities from the space described in the Notice. Upon removal of Applicant's Facilities, the Occupancy permit shall terminate and the space shall be available for reassignment.

20.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its Facilities from AT&T-22STATE's Structure.

20.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to AT&T-22STATE's Manholes.

20.1.3 Applicant shall be solely responsible for the removal of its own Facilities from AT&T-22STATE's Structure.

20.2 At AT&T-22STATE's request, Attaching Party shall remove from AT&T-22STATE's Structure any of Attaching Party's Facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T-22STATE that an Attaching Party's Facility is in active service. Attaching Party shall not abandon any of its Facilities by leaving such Facilities on or in AT&T-22STATE's Structure.

20.3 Removal Following Termination of Occupancy Permit:

20.3.1 Attaching Party shall remove its Facilities from AT&T-22STATE's Poles, Ducts, Conduits, or ROW within thirty (30) calendar days after termination of the Occupancy permit.

20.4 Removal Following Replacement of Facilities:

20.4.1 Attaching Party shall remove Facilities no longer in service from AT&T-22STATE's Structures within thirty (30) calendar days after the date Attaching Party replaces existing Facilities on a Pole or in a Conduit with substitute Facilities on the same Pole or in the same Conduit.

20.5 Removal to Avoid Forfeiture:

20.5.1 If the presence of Attaching Party's Facilities on or in AT&T-22STATE's Structure would cause a forfeiture of the rights of AT&T-22STATE to occupy the property where such Structure is located, AT&T-22STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its Facilities within such time as may be required to prevent such forfeiture. AT&T-22STATE will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of AT&T-22STATE's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.

20.6 Removal of Facilities by AT&T-22STATE; Notice of Intent to Remove:

20.6.1 If Attaching Party fails to remove its Facilities from AT&T-22STATE's Structure in accordance with the

provisions of Sections 19.1-19.5 of this Appendix, AT&T-22STATE may remove such Facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-22STATE shall give Attaching Party not less than thirty (30) calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.

20.7 Removal of Facilities by AT&T-22STATE:

20.7.1 If AT&T-22STATE removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse AT&T-22STATE for AT&T-22STATE's Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.

21.0 Rates, Fees, Charges and Billing

21.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:

21.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.

21.2 Changes to Rates, Charges and Fees:

21.2.1 Subject to applicable federal and state laws, rules, regulations and orders, AT&T-22STATE shall have the right to change the rates, charges and fees outlined in this Appendix. AT&T-22STATE will provide the Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this

21.2.2 Appendix, or (3) seek relief through the Dispute Resolution Process in the General Terms and Conditions of this Agreement.

21.3 Notice of Rate and Computation of Charges:

21.3.1 On or about November 1 of each year, AT&T-22STATE will notify CLEC by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. 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.

21.4 Rate "True-Up":

21.4.1 The Parties agree that the fees reflected as interim herein shall be "trued-up" (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving AT&T-22STATE before the Commission, in the state which CLEC has either attached to or occupied AT&T-22STATE structures (ROW, Conduits, Ducts, and/or Poles).

21.4.2 Under the "True-Up" process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total interim amount paid ("Total Interim Price"). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to AT&T-22STATE. If the Total Final Price is less than the Total Interim

Price, AT&T-22STATE shall pay the difference to CLEC.

- 21.4.3 Each Party shall keep its own records upon which a “True-Up” can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such “True-Up,” the Parties agree to follow the Dispute Resolution Process in the General Terms & Conditions to this Agreement.

22.0 Advance Payment

22.1 Attachment and Occupancy Fees:

- 22.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by AT&T-22STATE and shall be computed as set forth herein.

22.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.

22.2.2 Charges shall be prorated retroactively in the event of the removal of CLEC's Facilities.

22.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from AT&T-22STATE.

23.0 Indemnification

- 23.1 In addition to the Indemnification clauses in the General Terms & Conditions to this Agreement, the following shall apply to this Attachment:

23.1.1 AT&T-22STATE shall exercise precaution to avoid damaging the Facilities of CLEC and shall make an immediate report to CLEC of the occurrence of any such damage caused by its employees, agents or contractors. AT&T-22STATE agrees to reimburse CLEC for all reasonable Costs incurred by CLEC for the physical repair of such Facilities damaged by the negligence of AT&T-22STATE, its employees, agents, contractors, subcontractors or invitees. However, AT&T-22STATE shall not be liable to CLEC for any interruption of CLEC's service or for interference with the operation of CLEC's Facilities, or for any special, indirect, or consequential damages arising in any manner, including AT&T-22STATE's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or AT&T-22STATE's actions or omissions in regard thereto and CLEC shall indemnify and save harmless AT&T-22STATE from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

23.1.2 CLEC shall exercise precaution to avoid damaging the Facilities of AT&T-22STATE 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 CLEC's employees, agents or contractors. CLEC agrees to reimburse AT&T-22STATE for all reasonable Costs incurred by AT&T-22STATE for the physical repair of such Facilities damaged by the negligence of CLEC.

23.1.3 CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees and agents, AT&T-22STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by AT&T-22STATE, AT&T-22STATE's other CLECs and Joint User(s) as a result of acts by the CLEC, its employees, agents or contractors, including but not limited to the Costs of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of ROW or property owner consents and/or the Costs of

defending those rights and/or consents.

- 23.1.4 The CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees and agents, AT&T-22STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of CLEC's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the CLEC's employees, agents or contractors in the vicinity of AT&T-22STATE's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 23.1.5 The CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees, and agents, AT&T-22STATE's other CLECs, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of CLEC's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of CLEC's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 23.1.6 CLEC shall promptly advise AT&T-22STATE of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the CLEC's Facilities. CLEC shall promptly notify AT&T-22STATE in writing of any suits or causes of action which may involve AT&T-22STATE and, upon the request of AT&T-22STATE copies of all relevant accident reports and statements made to CLEC's insurer by CLEC or others shall be furnished promptly to AT&T-22STATE.

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
3	FL	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN				9.98			\$/attachment/yr.
3	FL	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) URBAN				6.62			\$/attachment/yr.
3	FL	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/attachment/yr.) NON-URBAN				9.98			\$/each yr.
3	FL	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/attachment/yr.) URBAN				6.62			\$/each yr.
3	FL	STRUCTURE ACCESS	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)				0.88			\$/ft/yr.
3	FL	STRUCTURE ACCESS	Pole Attachment Transfer Rate				41.00			year
3	FL	STRUCTURE ACCESS	Cable Rate				4.38			\$/ft/yr.

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
3	GA	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN				8.20			\$/attachment/yr.
3	GA	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) URBAN				5.44			\$/attachment/yr.
3	GA	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/attachment/yr.) NON-URBAN				8.20			\$/each yr.
3	GA	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/attachment/yr.) URBAN				5.44			\$/each yr.
3	GA	STRUCTURE ACCESS	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)				1.12			\$/ft/yr.
3	GA	STRUCTURE ACCESS	Pole Attachment Transfer Rate				41.00			year
3	GA	STRUCTURE ACCESS	Cable Rate				3.60			\$/ft/yr.

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
3	KY	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN - 2-user				9.45			\$/attachment/yr.
3	KY	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN - 3-user				5.35			\$/attachment/yr.
3	KY	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) URBAN - 2-user				9.45			\$/attachment/yr.
3	KY	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) URBAN - 3-user				5.35			\$/attachment/yr.
3	KY	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) NON-URBAN				12.90			\$/each/yr
3	KY	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) URBAN				8.60			\$/each/yr
3	KY	STRUCTURE ACCESS	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)				0.70			\$/ft/yr.
3	KY	STRUCTURE ACCESS	Pole Attachment Transfer Rate				41.00			year
3	KY	STRUCTURE ACCESS	Cable Rate 2-user				9.45			
3	KY	STRUCTURE ACCESS	Cable Rate 3-user				5.35			\$/ft/yr.

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
3	LA	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN				6.90			\$/attachment/yr.
3	LA	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) URBAN				6.90			\$/attachment/yr.
3	LA	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) NON-URBAN				6.90			\$/each/yr
3	LA	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) URBAN				6.90			\$/each/yr
3	LA	STRUCTURE ACCESS	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)				1.24			\$/ft/yr.
3	LA	STRUCTURE ACCESS	Pole Attachment Transfer Rate				41.00			year
3	LA	STRUCTURE ACCESS	Cable Rate				6.90			\$/ft/yr.

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
3	MS	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN				5.67			\$/attachment/yr.
3	MS	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) URBAN				3.76			\$/attachment/yr.
3	MS	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) NON-URBAN				5.67			\$/each/yr
3	MS	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) URBAN				3.76			\$/each/yr
3	MS	STRUCTURE ACCESS	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)				0.96			\$/ft/yr.
3	MS	STRUCTURE ACCESS	Pole Attachment Transfer Rate				41.00			year
3	MS	STRUCTURE ACCESS	Cable Rate				2.49			\$/ft/yr.

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
3	SC	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN				4.07			\$/attachment/yr.
3	SC	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) URBAN				2.70			\$/attachment/yr.
3	SC	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) NON-URBAN				4.07			\$/each/yr
3	SC	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) URBAN				2.70			\$/each/yr
3	SC	STRUCTURE ACCESS	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)				0.96			\$/ft/yr.
3	SC	STRUCTURE ACCESS	Pole Attachment Transfer Rate				41.00			year
3	SC	STRUCTURE ACCESS	Cable Rate				1.79			\$/ft/yr.

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
3	TN	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN				12.33			\$/attachment/yr.
3	TN	STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) URBAN				8.18			\$/attachment/yr.
3	TN	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) NON-URBAN				12.33			\$/each/yr
3	TN	STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) URBAN				8.18			\$/each/yr
3	TN	STRUCTURE ACCESS	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)				0.86			\$/ft/yr.
3	TN	STRUCTURE ACCESS	Pole Attachment Transfer Rate				41.00			year
3	TN	STRUCTURE ACCESS	Cable Rate				4.57			\$/ft/yr.

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

**CENTURYLINK COMMUNICATIONS, LLC DBA LUMEN TECHNOLOGIES
GROUP AND LUMEN TECHNOLOGIES, LUMEN, EMBARQ
COMMUNICATIONS, CENTURYLINK, CENTURY ACQUISITIONS, AND
CENTURYLINK SOLUTIONS**

Signature: eSigned - Gary Black, Jr.Name: eSigned - Gary Black, Jr.
(Print or Type)Title: VP- Carrier Relations
(Print or Type)Date: 12 Apr 2022

CenturyLink Communications, LLC dba Lumen Technologies Group, Lumen Technologies, Lumen, Embarq Communications, CenturyLink, CenturyLink Acquisitions, and CenturyLink Solutions

Signature: eSigned - Kristen E. ShoreName: eSigned - Kristen E. Shore
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 13 Apr 2022

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
CENTURYLINK COMMUNICATIONS, LLC DBA LUMEN TECHNOLOGIES GROUP AND LUMEN
TECHNOLOGIES, LUMEN, EMBARQ COMMUNICATIONS, CENTURYLINK, CENTURY
ACQUISITIONS, AND CENTURYLINK SOLUTIONS
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**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit B. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit B; 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, 2017 ("FCC UNE and Resale Forbearance Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 ("FCC UNE Relief 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. 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.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. 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)
 - 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. AT&T will provide notice of such change.
5. 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.
6. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief 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 Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to a digital 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)
 - b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 6 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any

Digital Loop Embedded Base remaining as of February 8, 2025.

- c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service. AT&T will provide notice of such change.
7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops ("DS1 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 ("DS1 Loop Embedded Base") are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE 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 DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 7 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.
 - c. AT&T's election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.
8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops ("DS3 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 ("DS3 Loop Embedded Base") are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE 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 DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 8 for any new DS3 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.
 - c. AT&T's election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.
9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport ("DFT") pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 ("Dark Fiber Transport Embedded Base") is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and

USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

- 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 UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)
 - b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 9 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.
 - c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.
10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
 11. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service as required by each region. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.
 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 counterpart shall together constitute one and the same instrument.
 16. For Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee: 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.

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 orders from AT&T-21STATE, including Resale Services that were ordered 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 B

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Last Party Signed/Approved Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	CenturyLink Communications, LLC	Interconnection	Signed: 07/10/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA and AT&T SOUTH CAROLINA	CenturyLink Communications, LLC dba Embarq Communications dba Lumen dba Lumen Technologies dba Lumen Technologies Group dba CenturyLink dba CenturyLink Acquisitions dba CenturyLink Solutions	Interconnection	Signed: 11/29/2010
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	CenturyLink Communications, LLC	Interconnection	Signed: 11/12/2010

PRICING SHEETS

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	

PRICING SHEETS

AL	UNBUNDLED EXCHANGE ACCESS	2-Wire Unbundled Copper Loop - Non-Designed Zone	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	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS	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	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS	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	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	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	URES�	

PRICING SHEETS

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
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

PRICING SHEETS

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	
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
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	

PRICING SHEETS

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	

PRICING SHEETS

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	

PRICING SHEETS

FL	UNBUNDLED EXCHANGE ACCESS	2-Wire Unbundled Copper Loop - Non-Designed Zone	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	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS	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	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS	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	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	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	URES�	

PRICING SHEETS

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
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

PRICING SHEETS

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	
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
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
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	UNC1X	USLXX	2

PRICING SHEETS

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	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	

PRICING SHEETS

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	
GA	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	

PRICING SHEETS

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	2 Wire Unbundled Copper Loop Non-Designed- Zone 1	UEQ	UEQ2X	1
GA	UNBUNDLED EXCHANGE ACCESS	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	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	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	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	
GA	UNBUNDLED EXCHANGE ACCESS	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	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	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	URES�	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	

PRICING SHEETS

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
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	URES	
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

PRICING SHEETS

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	
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
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1

PRICING SHEETS

GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	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	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	

PRICING SHEETS

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	

PRICING SHEETS

KY	UNBUNDLED EXCHANGE ACCESS	2-Wire Unbundled Copper Loop - Non-Designed Zone	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	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS	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	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS	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	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	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	URES�	

PRICING SHEETS

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
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

PRICING SHEETS

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	
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
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

PRICING SHEETS

KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
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	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	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	

PRICING SHEETS

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	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	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	

PRICING SHEETS

LA	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS	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	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	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
LA	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
LA	UNBUNDLED EXCHANGE ACCESS	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
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

PRICING SHEETS

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	URES	
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	
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	

PRICING SHEETS

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

PRICING SHEETS

MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
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	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	
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	

PRICING SHEETS

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	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URES	
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

PRICING SHEETS

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
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	URES	
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	URES	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	

PRICING SHEETS

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
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	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	UNC1X	USLXX	3

PRICING SHEETS

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	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	

PRICING SHEETS

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	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	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	

PRICING SHEETS

NC	UNBUNDLED EXCHANGE ACCESS	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	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	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
NC	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
NC	UNBUNDLED EXCHANGE ACCESS	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
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�	

PRICING SHEETS

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
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	

PRICING SHEETS

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	

PRICING SHEETS

SC	UNBUNDLED EXCHANGE ACCESS	2-Wire Unbundled Copper Loop - Non-Designed Zone	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	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS	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	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS	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	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	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

PRICING SHEETS

SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
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
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

PRICING SHEETS

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	
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
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

PRICING SHEETS

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
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	

PRICING SHEETS

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

PRICING SHEETS

TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
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	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
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

PRICING SHEETS

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	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS	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	
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�)	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	URESР	
TN	UNBUNDLED EXCHANGE ACCESS	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	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

PRICING SHEETS

TN	UNBUNDLED EXCHANGE ACCESS	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	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
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

PRICING SHEETS

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
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	
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	

PRICING SHEETS

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
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

PRICING SHEETS

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	
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	

PRICING SHEETS

TN	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	
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