

EXECUTIVE SUMMARY
of
Florida Digital Network, Inc.
BellSouth Interim Interconnection Agreement

Agreement Effective Date: 10/20/2000	Agreement Expiration Date: 10/19/2001
OCN:	GAC:
CIC (if applicable):	ACNA:
Negotiator: Royce White	Negotiator Tel No: 205.977.0426
Location of Executive Summary: CMAG/White	Location of Interconnection Agreement: CMAG/White

Attachment Name/Number	Section Number	Version Date	No Deviation	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
Terms/Conditions	1	08/29/00	X				
	2	08/29/00	X				
	3	08/29/00	X				
	4	08/29/00	X				
	5	08/29/00	X				
	6	08/29/00	X				
	7	08/29/00	X				
	8	08/29/00	X				
	9	08/29/00	X				
	10	08/29/00	X				
	11	08/29/00	X				
	12	08/29/00	X				
	13	08/29/00	X				
	14	08/29/00	X				
	15	08/29/00	X				
	16	08/29/00	X				
	17	08/29/00	X				
	18	08/29/00	X				
	19	08/29/00	X				
	20	08/29/00	X				

Interim Agreement Version 10/17/00

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	21	08/29/00	X				
	22.1	08/29/00		X	N		Handwritten correction by FDN
	23	08/29/00	X				
	24	08/29/00	X				
	25	08/29/00	X				
	26	08/29/00	X				
	27	08/29/00	X				
	28	08/29/00	X				
	29	08/29/00	X				
	30	08/29/00	X				
	31	08/29/00	X				
	32	08/29/00	X				
	33	08/29/00	X				
1-Network Elements & Other Services	1	08/29/00	X				
	2	08/29/00	X				
	3	08/29/00	X				
	4	08/29/00	X				
	5	08/29/00	X				
	EXHIBIT A						

INTERIM AGREEMENT

THIS INTERIM AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and Florida Digital Network, Inc. (“FDN”), a Delaware corporation, and shall be deemed effective as of the last date of signature by the Parties. This Agreement may refer to either BellSouth or FDN or both as a “Party” or “Parties.”

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in, *inter alia*, the state of Florida; and

WHEREAS, FDN is a CLEC authorized to provide telecommunications services in, *inter alia*, the state of Florida; and

WHEREAS, BellSouth and FDN have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (“New Interconnection Agreement”) to replace the existing interconnection agreement between the Parties, which expired on June 3, 2000 (“Expired Interconnection Agreement”); and

WHEREAS, until such time as the Parties execute the New Interconnection Agreement, BellSouth and FDN shall continue to operate under the rates, terms and conditions of the Expired Interconnection Agreement; and

WHEREAS, subsequent to the expiration of the Expired Interconnection Agreement, during the pendency of the interconnection negotiations the FCC entered an Order dated November 5, 1999, in CC Docket No. 96-98, Third Report and Order (“UNE Remand Order”); and

WHEREAS, subsequent to the expiration of the Expired Interconnection Agreement, during the pendency of the interconnection negotiations between BellSouth and FDN, the FCC entered a Supplemental Order Clarification dated June 2, 2000, in CC Docket No. 96-98, Third Report and Order (“Supplemental Clarifying Order”); and

WHEREAS, BellSouth and FDN desire to implement the FCC UNE Remand Order and Supplemental Clarifying Order on an interim basis until such time as the New Interconnection Agreement is executed by the Parties or for a year, whichever is shorter; and

WHEREAS, the Parties acknowledge that this the subject matter of the FCC UNE Remand Order and Supplemental Clarifying Order is subject to further regulatory rule-making by the FCC and/or state Commissions. Notwithstanding the execution of this Agreement, the Parties do not intend to waive any rights or obligations, which may arise from a subsequent regulatory rule-making or judicial decision; and

WHEREAS, FDN also desires to purchase from BellSouth the Universal Digital Channel (UDC) Loop.

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

1. Definitions

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

Commission is defined as the appropriate regulatory agency in the state of Florida.

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

2. Term of the Agreement

2.1 The term of this Agreement shall be one year or until the Parties execute the New Interconnection Agreement, whichever is sooner. The term of this Agreement shall begin on the last date of signature by the Parties and shall apply to the state of Florida.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.

- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- 2.3.1 Except as set forth in Section 2.3.2 below, Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to FDN pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to FDN pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.
- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) FDN either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

3. OSS

FDN shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1, as applicable.

4. Parity

To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to FDN shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of FDN shall be at a level that is equal to that

which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by FDN.

5. White Pages Listings

- 5.1 BellSouth shall provide FDN and their customers access to white pages directory listings under the following terms:
- 5.2 Listings. FDN shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include FDN residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between FDN and BellSouth subscribers.
- 5.2.1 Rates. So long as FDN provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to FDN one (1) primary White Pages listing per FDN subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.3 Procedures for Submitting FDN Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.
- 5.3.1 Notwithstanding any provision(s) to the contrary, FDN shall provide to BellSouth, and BellSouth shall accept, FDN's Subscriber Listing Information (SLI) relating to FDN's customers in the geographic area(s) covered by this Interconnection Agreement. FDN authorizes BellSouth to release all such FDN SLI provided to BellSouth by FDN to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 5.3.2 No compensation shall be paid to FDN for BellSouth's receipt of FDN SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC's SLI, or costs on an ongoing basis to administer the release of FDN SLI, FDN shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by FDN under this Agreement. FDN shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate FDN listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to FDN any complaints received by BellSouth relating to the accuracy or quality of FDN listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. FDN will be required to provide to BellSouth the names, addresses and telephone numbers of all FDN customers that wish to be omitted from directories.
- 5.5 Inclusion of FDN Customers in Directory Assistance Database. BellSouth will include and maintain FDN subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and FDN shall provide such Directory Assistance listings at no recurring charge. BellSouth and FDN will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord FDN's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to FDN's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to FDN subscribers at no charge or as specified in a separate BAPCO agreement.
- 6. Bona Fide Request/New Business Request Process for Further Unbundling**
- 6.1 BellSouth shall, upon request of FDN, provide to FDN access to its network elements at any technically feasible point for the provision of FDN's telecommunications service where such access is necessary and failure to provide access would impair the ability of FDN to provide services that it seeks to offer. Any request by FDN for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Exhibit 1 hereto.
- 6.2 FDN shall submit any Bona Fide Request/New Business Request in writing to FDN's Account Manager. The BFR/NBR 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 BFR/NBR also shall include FDN's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

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

7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for FDN, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to FDN end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for FDN end users for the same length of time it maintains such information for its own end users.

7.2 Subpoenas Directed to FDN. Where BellSouth is providing to FDN telecommunications services for resale or providing to FDN the local switching function, then FDN agrees that in those cases where FDN receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to FDN end users, and where FDN does not have the requested information, FDN will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

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

8. Liability and Indemnification

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

8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to FDN for any act or omission of another telecommunications company providing services to FDN.

8.3 Limitation of Liability

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

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

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

9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. FDN is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, FDN may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.

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

9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

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

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

- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

10. Proprietary and Confidential Information

- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and FDN, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.
- 10.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing its obligations under this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have

- been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. “Authorized Representatives” are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient’s and its Affiliates’ consultants, contractors, counsel and agents.
- 10.3 Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser’s request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- 10.4 Exceptions. Discloser’s Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provided Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- 10.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section 10 is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 10. Such remedy is not the exclusive remedy for any breach or threatened breach of this Section 10, but is in addition to all other rights and remedies available at law or in equity.
- 10.6 Survival of Confidentiality Obligations. The parties’ rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties’ rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and, provided further, if the assignee is an assignee of FDN, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

13. Taxes

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

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

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

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

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

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

- 13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other

Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. Force Majeure

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

15. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to FDN any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

16. Modification of Agreement

- 16.1 If FDN changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of FDN to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 16.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 16.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of FDN or BellSouth to perform any material terms of this Agreement, FDN or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the

Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

- 16.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

17. Non-waiver of Legal Rights

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

18. Severability

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

19. Waivers

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

20. Governing Law

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

21. Arm's Length Negotiations

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

22. Notices

21. Arm's Length Negotiations

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

22. Notices

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

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

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

Florida Digital Network, Inc.

*390 North Orange
Ave., Suite 2000
Orlando, FL
32801*

Michael P. Gallagher
~~1199 North Orange Ave.~~
Orlando, Florida 32804

*Michael P. Gallagher
MPG*

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

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

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

23. Rule of Construction

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

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

26. Implementation of Agreement

If FDN is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets.

27. Filing of Agreement

27.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, FDN shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by FDN. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as FDN is duly certified as a local exchange carrier in such state.

28. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

29. Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

30. Good Faith Performance

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

31. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties

are obligated to provide access to Interconnection, services and Network Elements to FDN as a requesting carrier under the Act).

32. Survival

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

33. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to Universal Digital Channel (UDC) Loops and unbundled network element combinations and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

BellSouth Telecommunications, Inc.

Florida Digital Network, Inc.

On file
Signature

on file
Signature

Jerry Hendrix
Name

Mike Gallagher
Name

Senior Director
Title

CEO
Title

10/20/2000
Date

10/09/2000
Date

Attachment 1

1. Universal Digital Channel (UDC) Loop

- 1.1 BellSouth will make available to FDN UDC Loops at the rates set forth in Exhibit A.
- 1.2 Due to technical limitations associated with certain DLC systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL service. Effective with this agreement, BellSouth will no longer reconfigure its ISDN-capable loop to support IDSL service.
- 1.3 Instead, BellSouth agrees to offer the Universal Digital Channel (UDC) loop (sometimes referred to as the IDSL-compatible loop) as a part of their Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
- 1.4 Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.

2. Unbundled Network Element Combinations

- 2.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) and 2) UNE Loops/Special Access Combinations.
 - 2.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.
- #### 2.3 EELs
- 2.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as described in Section 2.3.2 below.
 - 2.3.2 Subject to Section 2.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 2.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to FDN's POP serving wire center. The circuit must be connected to FDN's switch for the purpose of provisioning telephone exchange service to FDN's end-user customers. The EEL will be connected to FDN's facilities in FDN's collocation space at the POP

- SWC, or FDN may purchase BellSouth's access facilities between FDN's POP and FDN's collocation space at the POP SWC.
- 2.3.3 BellSouth shall make available to FDN those EEL combinations described in Section 2.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to FDN in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Miami, FL; Orlando, FL; and Ft. Lauderdale, FL, MSAs regardless of whether such EELs are Currently Combined. EELs will be provided to FDN only to the extent such network elements are Currently Combined.
- 2.3.4 EEL Combinations
- 2.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 2.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 2.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 2.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 2.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 2.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 2.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 2.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 2.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 2.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 2.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 2.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 2.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 2.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 2.3.5 EEL combinations for DS1 level and above will be available only when FDN provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

2.3.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

2.3.7 Special Access Service Conversions

2.3.7.1 FDN may not convert special access services to combinations of loop and transport network elements, whether or not FDN self-provides its entrance facilities (or obtains entrance facilities from a third party), unless FDN uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent FDN requests to convert any special access services to combinations of loop and transport network elements at UNE prices, FDN shall provide to BellSouth a letter certifying that FDN is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option FDN seeks to qualify for conversion of special access circuits. FDN shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

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

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

2.3.7.1.3 FDN certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. FDN does not need to provide a defined portion of the end user's local service, but the

- active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 2.3.7.2 In addition, there may be extraordinary circumstances where FDN is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 2.3.7.1. In such case, FDN may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon FDN 's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 2.3.7.3 BellSouth may at its sole discretion audit FDN records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and FDN shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, FDN shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that FDN is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the existing Interconnection Agreement between the Parties. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from FDN.
- 2.3.7.4 FDN may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 2.3.8 **Multiplexing**
- 2.3.8.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.
- 2.4 UNE/Special Access Combinations**
- 2.4.1 Additionally, BellSouth shall make available to FDN a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent FDN will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 2.3.7.

3. Rates

3.1 Subject to Section 2.3.2 and 2.3.3 preceding, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 2.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit A of this Attachment. The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit A and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

4. Operational Support Systems (OSS)

4.1 BellSouth has developed and made available the following electronic interfaces by which FDN may submit LSRs electronically.

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

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

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMECH	\$3.50 SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99 SOMAN

4.3 Denial/Restoral OSS Charge

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

4.4 Cancellation OSS Charge

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

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

4.5 Network Elements and Other Services Manual Additive

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

5. Ordering, Provisioning, Maintenance, Repair, and Billing

5.1 UDC Loops and Combinations of Network Element shall be ordered, provisioned, maintained, repaired, and billed pursuant to the Existing Interconnection Agreement.

Exhibit A

Universal Digital Channel Rates

Universal Digital Channel (UDC) Loops	USOC	AL*	FL*	GA*	KY*	LA*	MS*	NC*	SC*	TN*
Recurring	TBD	\$29.03	\$28.07	\$25.43	\$31.99	\$27.36	\$29.83	\$24.98	\$32.47	\$21.64
NRC - 1 st -per circuit	TBD	\$406.85	\$295.42	\$308.38	\$616.28	\$298.27	\$401.38	\$400.91	\$498.04	\$217.76
NRC – Add'l – per circuit	TBD	\$330.87	\$198.02	\$255.35	506.61	\$247.63	\$327.00	\$326.31	\$376.75	\$163.88
NRC – Disconnect Charge – 1st	TBD	\$108.95				\$74.27	\$108.14			\$74.54
NRC – Disconnect Charge – Add'l	TBD	\$57.01				\$39.44	\$57.27			\$39.14
NRC – Incremental Manual Service Order – 1 st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Manual Service Order – Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.32	\$12.76	\$13.55	NA
NRC- Incremental Manual Service Order - Disconnect – 1 st	SOMAN	\$17.77				\$11.41	\$16.06			
NRC- Incremental Manual Service Order – Disconnect – Add'l	SOMAN									

*Interim rate, subject to true-up

ENHANCED EXTENDED LINKS (EELs)		
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	FL
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:		
Recurring Charges		
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	\$18.48
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	\$22.43
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	\$27.87
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.2000
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$92.62
DS1 Channelized System per month	MQ1	\$153.60
VG (COCI) interface card per month	1D1VG	\$1.45
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	\$237.34
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	\$145.26
NRC-2-wire VG Local Loop - 1st	UEAL2	\$365.77
NRC-2-wire VG Local Loop - Add'l	UEAL2	\$164.39
NRC-DS1 Channelization System -1st	MQ1	\$208.85
NRC-DS1 Channelization System - Add'l	MQ1	\$94.35
NRC-VG(COCl)interface card -1st	1D1VG	\$12.16
NRC-VG(COCl)interface card - Add'	1D1VG	\$8.77
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Electronic Svc Order, per LSR	SOMEC	\$3.17
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - 1st	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:		
Recurring Charges		
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	\$30.20
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	\$43.01
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	\$64.20
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.2000
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$92.62
DS1 Channelized System per month	MQ1	\$153.60
VG (COCI) interface card per month	1D1VG	\$1.45
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	\$237.34
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	\$145.26
NRC-4-wire VG Local Loop - 1st	UEAL4	\$329.76
NRC-4-wire VG Local Loop - Add'l	UEAL4	\$178.91
NRC-DS1 Channelization System -1st	MQ1	\$208.85
NRC-DS1 Channelization System - Add'l	MQ1	\$94.35
NRC-VG(COCl)interface card -1st	1D1VG	\$12.16
NRC-VG(COCl)interface card - Add'	1D1VG	\$8.77
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	\$3.17
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS1 Interoffice Channel and 2-wire ISDN Local Loop:		
Recurring Charges		
2-wire ISDN Loop per month, Zone 1 (Note 1)	U1L2X	\$28.33
2-wire ISDN Loop per month, Zone 2 (Note 1)	U1L2X	\$34.45
2-wire ISDN Loop per month, Zone 3 (Note 1)	U1L2X	\$35.62
2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.2000
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$92.62
DS1 Channelized System per month	MQ1	\$153.60
2-wire ISDN(BRITE COCI) per month	UC1CA	\$3.83
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	\$237.34
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	\$145.26
NRC- 2-wire ISDN Local Loop - 1st	U1L2X	\$329.76
NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	\$148.55

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	FL
NRC-DS1 Channelization System -1st	MQ1	\$208.85
NRC-DS1 Channelization System - Add'l	MQ1	\$94.35
NRC-2-wire BRITE(COCl)interface card -1st	UC1CA	\$12.16
NRC-2-wire BRITE(COCl)interface card -Add'l	UC1CA	\$8.77
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	\$3.17
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:		
Recurring Charges		
4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	\$33.90
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	\$44.72
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	\$50.85
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.20
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$92.62
DS1 Channelized System per month	MQ1	\$153.60
4-wire 56kbps card COCl per month	1D1DD	\$2.20
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	\$237.34
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	\$145.26
NRC-4-wire 56kbps Local Loop - 1st	UDL56	\$329.76
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	\$148.55
NRC-DS1 Channelization System -1st	MQ1	\$208.85
NRC-DS1 Channelization System - Add'l	MQ1	\$94.35
NRC-4-wire 56kbps(COCl)interface card -1st	1D1DD	\$12.16
NRC-4-wire 56kbps(COCl)interface card -Add'l	1D1DD	\$8.77
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	\$3.17
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:		
Recurring Charges		
4-wire 64kbps Loop per month, Zone 1 (Note 1)	UDL64	\$33.90
4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	\$44.72
4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	\$50.85
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.2000
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$92.62
DS1 Channelized System per month	MQ1	\$153.60
4-wire 64kbps card COCl per month	1D1DD	\$1.06
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice - 1st	U1TF1	\$237.34
NRC- DS1 interoffice - Add'l	U1TF1	\$145.26
NRC-4-wire 64kbps Local Loop - 1st	UDL64	\$329.76
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	\$148.55
NRC-DS1 Channelization System -1st	MQ1	\$208.85
NRC-DS1 Channelization System - Add'l	MQ1	\$94.35
NRC-4-wire 64kbps(COCl)interface card -1st	1D1DD	\$12.16
NRC-4-wire 64kbps(COCl)interface card -Add'l	1D1DD	\$8.77
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	\$3.17
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS1 Interoffice Channel and DS1 Interoffice Local Loop:		
Recurring Charges		
DS1 Loop per month, Zone 1 (Note 1)	USLXX	\$92.48
DS1 Loop per month, Zone 2 (Note 1)	USLXX	\$119.68
DS1 Loop per month, Zone 3 (Note 1)	USLXX	\$194.70
DS1 Loop per month, Zone 4 (Note 1)	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	FL
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.2000
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$92.62
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice - 1st	U1TF1	\$237.34
NRC- DS1 interoffice - Add'l	U1TF1	\$145.26
NRC-DS1 Local Loop - 1st	USLXX	\$561.45
NRC-DS1 Local Loop - Add'l	USLXX	\$334.01
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	\$3.17
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS3 Interoffice Channel and DS3 Local Loop:		
Recurring Charges		
DS3 Loop per Facility Termination per month	UE3PX	\$404.58
DS3 Loop per mile	1L5ND	\$11.77
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	1L5XX	\$1,121.93
Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	\$4.17
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS3 interoffice - 1st	U1TF3	\$154.30
NRC- DS3 interoffice - Add'l	U1TF3	\$77.50
NRC-DS3 Local Loop - 1st	UE3PX	\$1,020.45
NRC-DS3 Local Loop - Add'l	UE3PX	\$513.74
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	\$3.17
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
STS-1 Interoffice Channel and STS-1 Local Loop:		
Recurring Charges		
STS-1 Loop per Facility Termination per month	UDLS1	\$446.09
STS-1 Loop per mile	1L5ND	\$11.77
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$1,105.98
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$4.17
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- STS-1 interoffice - 1st	U1TFS	\$154.30
NRC- STS-1 interoffice - Add'l	U1TFS	\$77.50
NRC-STS-1 Local Loop - 1st	UDLS1	\$1,020.45
NRC-STS-1 Local Loop - Add'l	UDLS1	\$513.74
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	\$3.17
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS3 Interoffice Channel and DS1 Local Loop:		
Recurring Charges		
DS1 Loop per month, Zone 1 (Note 1)	USLXX	\$92.48
DS1 Loop per month, Zone 2 (Note 1)	USLXX	\$119.68
DS1 Loop per month, Zone 3 (Note 1)	USLXX	\$194.70
DS1 Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	\$1,121.93
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	\$4.17
DS3 Channelized System per month	MQ3	\$220.97
DS3 Interface per month (DS1 COCI)	UC1D1	\$14.40
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS3 interoffice - 1st	U1TF3	\$154.30
NRC- DS3 interoffice - Add'l	U1TF3	\$77.50
NRC-DS1 Local Loop - 1st	USLXX	\$561.45
NRC-DS1 Local Loop - Add'l	USLXX	\$334.01
NRC-DS3 Channelization System -1st	MQ3	\$404.85
NRC-DS3 Channelization System - Add'l	MQ3	\$168.26
NRC-DS1(COCI)interface card -1st	UC1D1	\$12.16
NRC-DS1(COCI)interface card -Add'l	UC1D1	\$8.77

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	FL
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOME C	\$3.17
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
STS-1 Interoffice Channel and DS1 Local Loop:		
Recurring Charges		
DS1 Loop per month, Zone 1 (Note 1)	USLXX	\$92.48
DS1 Loop per month, Zone 2 (Note 1)	USLXX	\$119.68
DS1 Loop per month, Zone 3 (Note 1)	USLXX	\$194.70
DS1 Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$1,105.98
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$4.17
DS3 Channelized System per month	MQ3	\$220.97
DS3 Interface per month (DS1 COCI)	UC1D1	\$14.40
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC-DS1 Local Loop - 1st	USLXX	\$561.45
NRC-DS1 Local Loop - Add'l	USLXX	\$334.01
NRC- STS-1 interoffice - 1st	U1TFS	\$154.30
NRC- STS-1 interoffice - Add'l	U1TFS	\$77.50
NRC-DS3 Channelization System -1st	MQ3	\$404.85
NRC-DS3 Channelization System - Add'l	MQ3	\$168.26
NRC-DS1(COCI)interface card -1st	UC1D1	\$12.16
NRC-DS1(COCI)interface card -Add'l	UC1D1	\$8.77
NRC-ST S-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOME C	\$3.17
NRC-ST S-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-ST S-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-ST S-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-ST S-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-ST S-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
2-wire VG Interoffice Channel and 2-wire VG Local Loop:		
Recurring Charges		
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	\$18.48
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	\$22.43
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	\$27.87
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - 2-wire VG - Facility Termination per month	U1TV2	\$26.52
Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	\$0.0098
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- 2-wire VG interoffice - 1st	U1TV2	\$124.32
NRC- 2-wire VG interoffice - Add'l	U1TV2	\$57.60
NRC-2-wire VG Local Loop - 1st	UEAL2	\$365.77
NRC-2-wire VG Local Loop - Add'l	UEAL2	\$164.39
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOME C	\$3.17
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
4-wire VG Interoffice Channel and 4-wire VG Local Loop:		
Recurring Charges		
4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	\$30.20
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	\$43.01
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	\$64.20
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - Facility Termination per month	U1TV4	\$23.64
Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	\$0.0098
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- 4-wire VG interoffice - 1st	U1TV4	\$160.33
NRC- 4-wire VG interoffice - Add'l	U1TV4	\$73.44
NRC-4-wire VG Local Loop - 1st	UEAL4	\$329.76
NRC-4-wire VG Local Loop - Add'l	UEAL4	\$148.55
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOME C	\$3.17
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	FL
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - add'l	SOMAN	NA
4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:		
Recurring Charges		
4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	\$30.20
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	\$43.01
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	\$64.20
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - 4-wire 56kbps - Facility Termination per month	U1TD5	\$23.64
Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	\$0.0098
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- 4-wire 56kbps interoffice - 1st	U1TD5	\$160.33
NRC- 4-wire 56kbps interoffice - Add'l	U1TD5	\$73.44
NRC-4-wire 56kbps Local Loop - 1st	UDL56	\$329.76
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	\$148.55
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	\$3.17
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:		
Recurring Charges		
4-wire 64kbps Loop per month, Zone 1 (Note 1)	UDL64	\$33.90
4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	\$44.72
4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	\$50.85
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - 4-wire 64kbps - Facility Termination per month	U1TD6	\$19.31
Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	\$0.0098
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- 4-wire 64kbps interoffice - 1st	U1TD6	\$160.33
NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	\$73.44
NRC-4-wire 64kbps Local Loop - 1st	UDL64	\$329.76
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	\$148.55
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	\$3.17
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$25.40
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
Network Elements used in Existing Combinations at UNE Rates (Note4)		
Local Loop:	USOC	FL
2-Wire Analog Voice Grade Loop - Service Level 2		
2-Wire Analog Voice Grade Loop - per mile per month	1L5ND	\$0.00
Zone 1	TBD	\$23.23
Zone 2	TBD	\$22.43
Zone 3	TBD	\$27.87
Zone 4	TBD	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
2-Wire Analog Voice Grade Loop - Service Level 2 - (reverse battery)		
2-Wire Analog Voice Grade Loop - Loop[Start - per mile per month	1L5ND	\$0.00
Zone 1	UEAR2	\$23.23
Zone 2	UEAR2	\$22.43
Zone 3	UEAR2	\$27.87
Zone 4	UEAR2	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	FL
4-Wire Analog Voice Grade Loop		
4-Wire Analog Voice Grade Loop per mile per month	1L5ND	\$0.00
Zone 1	UEAL4	\$30.20
Zone 2	UEAL4	\$43.01
Zone 3	UEAL4	\$64.20
Zone 4	UEAL4	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
2-Wire ISDN Digital Grade Loop		
4-Wire Analog Voice Grade Loop per mile per month	1L5ND	\$0.00
Zone 1	U1L2X	\$28.33
Zone 2	U1L2X	\$34.45
Zone 3	U1L2X	\$35.62
Zone 4	U1L2X	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
4-Wire 56 kbps Digital Grade Loop		
4-Wire 56 kbps Digital Grade Loop per mile per month	1L5ND	\$0.00
Zone 1	UDL56	\$33.90
Zone 2	UDL56	\$44.72
Zone 3	UDL56	\$50.85
Zone 4	UDL56	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
4-Wire 64 kbps Digital Grade Loop		
4-Wire 64 kbps Digital Grade Loop per mile per month	1L5ND	\$0.00
Zone 1	UDL64	\$33.90
Zone 2	UDL64	\$44.72
Zone 3	UDL64	\$50.85
Zone 4	UDL64	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
4-Wire DS1 Digital Loop		
4-Wire DS1 Digital Loop per mile per month	1L5ND	\$0.00
Zone 1	USLXX	\$51.74
Zone 2	USLXX	\$84.05
Zone 3	USLXX	\$152.29
Zone 4	USLXX	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$11.27
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$11.27
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$13.03
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$13.03
DS3 Loop		
per mile per month	1L5ND	\$11.77
facility termination per month	UE3PX	\$404.58
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].	USOC	FL
STS-1 Loop		
per mile per month	1L5ND	\$11.77
facility termination per month	UDLS1	\$446.09
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
OC-3 Loop	1L5ND	\$8.93
per mile per month	TBD	\$648.60
facility termination per month		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
OC-12 Loop		
per mile per month	1L5ND	\$11.18
facility termination per month	TBD	\$2,068
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
OC-48 Loop		
per mile per month	1L5ND	\$36.67
facility termination per month	TBD	\$1,699
OC-12 Interface on OC-48 Loop per month	TBD	\$592.09
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Local Channels:		
Local Channel - Dedicated - 2-Wire VG		
Monthly Recurring per month	ULDV2	\$29.33
Monthly Recurring per mile per month	1L5NC	\$0.00
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Local Channel - Dedicated - 2-Wire VG - Rev Bat.		
Monthly Recurring per month	ULDR2	\$26.31
Monthly Recurring per mile per month	1L5NC	\$0.00
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Local Channel - Dedicated - 4-Wire VG		
Monthly Recurring per month	ULDV4	\$30.50
Monthly Recurring per mile per month	1L5NC	\$0.00
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Local Channel - Dedicated - DS1		
DS1 Monthly Recurring per month	ULDF1	\$43.53
Monthly Recurring per mile per month	1L5NC	\$0.00
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	FL
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Local Channel - Dedicated - DS3	USOC	FL
DS3 Local Channel - per mile per month	1L5NC	\$9.32
DS3 Local Channel - Facility Termination per month	ULDF3	\$560.39
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Local Channel - Dedicated - STS-1		
STS-1 Local Channel - per mile per month	1L5NC	\$9.32
STS-1 Local Channel - Facility Termination per month	ULDFS	\$569.67
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-ST3-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-ST3-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- ST3-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- ST3-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Local Channel - OC3		
Local Channel - OC3 - per Mile	1L5NC	\$7.83
Local Channel - OC3 - per Facility Termination	TBA	\$940.35
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$11.27
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$11.27
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$13.03
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$13.03
Local Channel - OC12	USOC	FL
Local Channel - OC12 - per Mile	1L5NC	\$11.18
Local Channel - OC12 - per Facility Termination	TBA	\$2,753
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Local Channel - OC48	USOC	FL
Local Channel - OC48 - per Mile	1L5NC	\$36.67
Local Channel - OC48 - per Facility Termination	TBA	\$1,944
Local Channel - OC12 interface on OC48 Facility	TBA	\$586.28
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Interoffice Channels:		
Interoffice Channel - Dedicated - 2-wire VG		
Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	\$0.0100
Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	\$26.72
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Interoffice Channel - Dedicated - 4-wire VG		
Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	\$0.0100
Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	\$23.82
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	FL
Interoffice Channel - Dedicated - DS0 - 56kbps		
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	\$0.0100
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	\$19.46
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Interoffice Channel - Dedicated - DS0 - 64kbps		
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	\$0.0100
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	\$19.46
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Interoffice Channel - Dedicated - DS1		
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.2035
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$93.31
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Interoffice Channel - Dedicated - DS3 - per mile per month		
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	\$4.25
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	\$1,130
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Interoffice Channel - Dedicated - STS-1		
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$9.32
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$569.67
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-STs-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-STs-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Interoffice Channel - OC3		
Interoffice Channel - OC3 - per Mile	1L5XX	\$8.38
Interoffice Channel - OC3 - per Facility Termination	TBA	\$3,043
NRC - Ordinarily Combined in GA (Note 5)		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Interoffice Channel - OC12		
Interoffice Channel - OC12 - per Mile	1L5XX	\$26.91
Interoffice Channel - OC12 - per Facility Termination	TBA	\$11,685
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Interoffice Channel - OC48		
Interoffice Channel - OC48 - per Mile	1L5XX	\$34.66
Interoffice Channel - OC48 - per Facility Termination	TBA	\$12,554
Interoffice Channel - OC12 interface on OC48 Facility	TBA	\$1,208

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	FL
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Channelization:		
DS3 Channelization		
DS3 Channelized System per month	MQ3	\$222.61
DS3 Interface per month (DS1 COCI)	UC1D1	\$14.51
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-ST3-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-ST3-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- ST3-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- ST3-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
DS1 Channelization		
DS1 Channelized System per month	MQ1	\$154.74
OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	\$2.22
VG interface card per month	1D1VG	\$1.46
2-wire ISDN(BRITE card) per month	UC1CA	\$3.86
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Access to DCS - Customer Reconfiguration (FlexServ)		
DS1 DSC Termination with DS0 Switching	TBD	\$28.72
DS1 DSC Termination with DS1 Switching	TBD	\$12.23
DS3 DSC Termination with DS1 Switching	TBD	\$154.31
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Node (Synchronet)		
Node per month	UNCNT	\$16.08
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-Node - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.75
NRC-Node - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.75
NRC- Node - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$16.77
NRC- Node - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$16.77
Optional Features & Functions:		
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	TBD
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel	CCOSF	TBD
Notes :		
1 Deaveraged Rates will be effective May 1, 2000		
2 New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSouth Region:		
Florida - Miami, Orlando, Ft. Lauderdale		
Louisiana - New Orleans		
N. Carolina - Greensboro, Charlotte		
Tennessee - Nashville		
3 Unapproved rates are subject to true up.		
4 Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate.		
* Examples:		
- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel		
- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel		
- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card		
5 The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.		
6 The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.		