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Marshall M. Criser III
Regulatory Vice President

August 16, 1999

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

991114-TP

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and BlueStar Networks, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to BlueStar Networks, Inc. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and BlueStar Networks, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,



Regulatory Vice President

(2)

DOCUMENT NUMBER-DATE

09744 AUG 16 99

FPSC RECORDS/REPORTING

AGREEMENT

This Agreement, which shall become effective as of the 30 day of June, 1999, is entered into by and between BlueStar Networks, Inc., ("BlueStar") a Tennessee corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, BlueStar has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and e.spire Communications, Inc. ("e.spire"), formerly known as American Communications Services, Inc., originally dated September 1, 1996 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

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

1. BlueStar and BellSouth shall adopt in its entirety the e.spire Interconnection Agreement originally dated September 1, 1996 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The e.spire Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section XVII of the Fourth Amendment to e.spire's Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section XVII, the effective date shall be September 1, 1996.

4. BlueStar shall accept and incorporate any amendments to the e.spire Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

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

BlueStar Networks, Inc.

AFT: VP Regulatory Affairs
L&C Tower, 24th Floor
401 Church Street
Nashville, TN 37219

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

delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

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

BellSouth Telecommunications, Inc.

Signature

Jerry Hendrix

Date

BlueStar Networks, Inc.

Signature

Name

Date

R. L. Burtner, CFO + SEC.

R. L. BURTNER

6/30/99

6/30/99

**INTERCONNECTION AGREEMENT
BETWEEN ACSI AND BELLSOUTH**

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**INTERCONNECTION AGREEMENT
BETWEEN ACSI AND BELL SOUTH COMMUNICATIONS**

Pursuant to this Interconnection Agreement (Agreement), American Communication Services, Inc. on behalf of its local exchange operating subsidiaries identified on Attachment A as it shall be amended from time to time (collectively "ACSI"), and BellSouth Telecommunications, Inc. (BellSouth) (collectively, "the Parties") agree to extend certain interconnection arrangements to one another within each LATA in which they both operate. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties which the Parties believe is not inconsistent with Sections 251, 252 and 271 of the Telecommunications Act of 1996.

I. RECITALS AND PRINCIPLES

WHEREAS, BellSouth is an incumbent local exchange telecommunications company (ILEC) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, ACSI is a competitive local exchange telecommunications company (CLEC) which is authorized or plans to become authorized to provide local telecommunications services in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee; and

WHEREAS, the interconnection and interoperability of the Parties' respective local networks is required to facilitate the introduction of local exchange service competition and fulfill the objectives of the Telecommunications Act of 1996 (Telecommunications Act); and

WHEREAS, universal connectivity and interoperability between competing telecommunications carriers is necessary for the termination of traffic on each carrier's network; and

WHEREAS, the Parties intend that BellSouth should unbundle certain basic network elements and make them available for purchase by ACSI; and

WHEREAS, the Parties agree that this Agreement shall be filed with the appropriate state commissions in compliance with Section 252 of the Telecommunications Act;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACSI and BellSouth hereby covenant and agree as follows:

II. SCOPE OF THE AGREEMENT

This Agreement will govern the interconnection and resale arrangements between the Parties to facilitate the interconnection of their facilities and the connection of local and interexchange traffic in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee. This agreement will further govern the unbundling of BellSouth network elements in the same states. The Agreement will be filed for approval of the agreed terms with state commissions in each of the states listed above. ACSI will petition for state commission arbitration of the unresolved issues referred to herein. Upon conclusion of such state commission arbitration proceedings, the Agreement will be amended to reflect the decided issues and filed for approval consistent with the terms of Section 252(e) of the Telecommunications Act.

III. DEFINITIONS

The definitions contained in Attachment B are intended to define and govern how the terms included therein are used in this Agreement. However, except as provided herein, the inclusion or exclusion of any particular definition is not intended by either party to limit, or to define technical interface, reliability, performance or throughput parameters for the network elements that both Parties expect to interconnect and interoperate. The minimum performance, reliability, throughput and operational characteristic of elements identified herein, as well as physical and logical interface standards utilized, unless otherwise specifically provided herein, are according to generally accepted industry standards as defined by the ITU (ISO/CCITT), ANSI, or the Network Management Forum, whichever is more specific. Where standards are not yet fully defined, the Parties agree to take reasonable steps to insure that interface designs are modularized and retrofittable to any pending standard at the least cost to the interconnecting Parties.

IV. ACCESS TO UNBUNDLED NETWORK ELEMENTS

BellSouth shall unbundle network elements used in the provision of a telecommunications service and offer them for resale to ACSI as provided hereafter. ACSI shall be entitled to request, and BellSouth shall provide, access to any such unbundled network element(s). BellSouth shall unbundle such network elements where technically feasible, and separately price and offer those elements such that ACSI will be able to lease and interconnect to whichever of these unbundled network elements ACSI requires, and combine the BellSouth-provided network elements with any facilities and services that ACSI may itself provide or obtain from other telecommunications carriers, in order to offer telecommunications services to other telecommunications carriers and end users. Such network elements shall be offered as provided hereafter.

A. General Requirements

- A.1 The Parties hereto mutually understand and agree that the array of network elements is steadily evolving and expanding. The initial set of network elements and attendant services to be made available by BellSouth hereunder is included as Attachment C hereto. Network elements will be provided subject to the rules, terms and conditions expressed in this Article and in Attachment C. It is understood, however, and mutually agreed that either Party may add network elements to the listing contained in Attachment C as the BellSouth network changes or additional network elements are identified. It is especially acknowledged, without limitation, that the list of network elements may be expanded by either Party to include network elements identified in relevant FCC or state commission regulations or orders, or made available by BellSouth to other telecommunications carriers pursuant to other interconnection agreements. The addition or inclusion of additional network elements shall be made in accordance with subsection IV.I hereof.
- A.2 Without limitation, BellSouth agrees to provide ACSI access to all network elements identified in Attachment C hereto. Wherever technically feasible, interconnection shall be offered at the line and/or trunk side of each discrete network element. It is agreed that interconnection will be made available by BellSouth to ACSI at any technically feasible point. BellSouth must implement physical and logical interconnection points consistent with generally accepted industry standards.
- A.3 Initial pricing of network elements is included in Attachment C hereto, provided the Parties hereby agree that ACSI will petition for state commission arbitration to establish initial pricing of both nonrecurring and recurring charges applicable to the provision of unbundled loops, cross connections, loop channelization, unbundled ports, and associated facilities and services. In addition, the initial pricing may be revised by mutual agreement or at ACSI's election pursuant to Article XXII hereof.
- A.4 It is agreed that ACSI may combine network elements purchased hereunder as required to provide any local, toll or access service.

B. Interconnection with Network Elements

- B.1 Interconnection shall be achieved via collocation arrangements ACSI shall maintain at a BellSouth wire center or other BellSouth network point.
- B.2 At ACSI's discretion, each unbundled loop or port element shall be delivered to the ACSI collocation arrangement over an individual 2-wire hand-off, in multiples of 24 over a digital DS-1 hand-off in any

combination or order ACSI may specify, in multiples of 672 over a digital DS-3 hand-off in any combination or order ACSI may specify, or through other technically feasible and economically comparable hand-off arrangements requested by ACSI. Economically comparable as used in this section refers to an economically comparable effect upon ACSI and is not meant to ensure an equivalent revenue stream or contribution level to BellSouth.

- B.3 BellSouth will permit ACSI to collocate DLC systems in conjunction with collocation arrangements ACSI maintains at a BellSouth wire center, for the purpose of interconnecting to unbundled loop elements. ACSI will have the option of purchasing BellSouth unbundled transport (at any transmission level) between placed equipment and the ACSI network.
- B.4 ACSI shall access BellSouth's unbundled loops via collocation at the BellSouth wire center where those elements exist. Each loop or port shall be delivered to ACSI's collocation by means of a cross connection.
- B.5 BellSouth shall provide ACSI access to its unbundled loops at each of BellSouth's Wire Centers. In addition, if ACSI requests one or more loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a loop concentrator, BellSouth shall, where available, move the requested loop(s) to a spare, existing physical loop. If, however, no spare physical loop is available, BellSouth shall within forty-eight (48) hours of ACSI's request notify ACSI of the lack of available facilities. ACSI may then, at its discretion, make a network element request for BellSouth to provide the unbundled loop through the demultiplexing of the integrated digitized loop(s).
- B.6 Where BellSouth utilizes digital loop carrier (DLC) technology to provision the loop element of an unbundled exchange service to an end user customer who subsequently determines to assign the loop element to ACSI and receive Exchange Service from ACSI via such loop, BellSouth shall deliver such loop to ACSI on an unintegrated basis, pursuant to ACSI's chosen hand-off architecture, without a degradation of end user service or feature availability.
- B.7 Except as otherwise specified herein, all dedicated transport-based features, functions, service attributes, grades-of-service, install, maintenance, and repair intervals which apply to BellSouth's bundled local exchange service shall apply to unbundled loops.
- B.8 Except as otherwise specified herein, all switch-based features, functions, service attributes, grades-of-service, and install, maintenance, and repair intervals which apply to BellSouth's bundled local exchange service shall apply to unbundled ports.

- B.9 BellSouth will permit any customer to convert its bundled local service to an unbundled element or service and assign such unbundled element or service to ACSI, with no penalties, rollover, termination or conversion charges to ACSI or the customer, except as specifically provided in Attachment C-2 hereto or pursuant to the terms of a specific customer service agreement (unless superseded by government action).
- B.10 BellSouth will permit ACSI to collocate remote switching modules and associated equipment in conjunction with collocation arrangements ACSI maintains at a BellSouth wire center, for the purpose of interconnecting to unbundled loop or link elements.
- B.11 When available to any other telecommunications carrier or other customer, BellSouth shall provide ACSI with an appropriate on-line electronic file transfer arrangement by which ACSI may place, verify, and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements. In the interim, batch file arrangements specified in BellSouth's current Facilities Based Carrier Operating Guide (FBOG) shall apply. BellSouth shall provide ACSI with the ability to order any defined network element using OBF or other mutually agreed upon ordering/provisioning codes.
- B.12 It is expressly agreed that interconnection will be afforded equally regardless of the transmission medium selected by the interconnector, *i.e.*, digital or analog loops, conditioned circuits, ISDN, SONET, wherever present in BellSouth's network, so that networks and applications can evolve unencumbered by the available degree of interconnectivity.
- B.13 Wherever technically feasible, it is expressly agreed and understood that BellSouth will provide interconnection on the line side and/or trunk side of each unbundled Network Element. Where interconnection is ordered to the line side of a Network Element, interconnection shall be on a hard-wired (not software driven) basis.
- B.14 The Parties shall attempt in good faith to mutually devise and implement a means to extend the unbundled loop sufficient to enable ACSI to use a collocation arrangement at one BellSouth location (*e.g.*, tandem switch) to obtain access to the unbundled loop(s) at another such BellSouth location over BellSouth facilities.
- B.15 BellSouth shall develop a process to identify the carrier for each unbundled loop and establish automated intercompany referral and/or call hand-off processes. In addition, BellSouth will not in any way hinder ACSI from deploying modern DLC equipment (TR303) throughout the unbundled loop/transport network.

C. Order Processing

- C.1 ACSI shall place orders for unbundled loops (and other network elements) through completion and submission of the Service Order form specified in the FBOG. The installation time intervals which shall apply thereto are as expressed in subsection IV.D hereafter.
- C.2 Order processing for unbundled loops shall be mechanized, in a form substantially similar to that currently used for the ordering of special access services. Automated interfaces shall be provided into a centralized operations support systems database for determining service availability on loops (e.g., ISCON), confirmation of order acceptance and ongoing order status. If made available by BellSouth to any other telecommunications carrier, automated interfaces shall be provided in a centralized operations support systems database for installation scheduling, confirmation of circuit assignments and completion confirmation.
- C.3 Particular combinations of elements, hereafter referred to as combinations, identified and described by ACSI can be ordered and provisioned as combinations, and not require the enumeration of each element within that combination in each provisioning order, consistent with OBF or other mutually agreed upon procedures.
- C.4 Appropriate ordering/provisioning codes will be established for each identified combination, consistent with OBF or other mutually agreed upon procedures.
- C.5 When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional (except for the integrated SLC).
- C.6 When the open network access platform is available, BellSouth will provide ACSI with the ability to have the BellSouth end office AIN triggers initiated via an appropriate service order from ACSI.
- C.7 ACSI and BellSouth will negotiate in good faith to create a mutually acceptable standard service order/disconnect order format, consistent with OBF or other mutually agreed upon procedures.
- C.8 BellSouth shall exercise best efforts to provide ACSI with the "real time" ability to schedule installation appointments with the customer on-line and access to BellSouth's schedule availability beginning in the second calendar quarter of 1997. In the interim, BellSouth will install unbundled loops and other network elements by the Customer Desired Due Date (CDDD) where facilities permit.

- C.9 When available to any other telecommunications carrier or other customer, BellSouth shall provide "real time" response for firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by Local Service Office (LSO) (such as digital copper, copper analog, ISDN), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardies against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned. This applies to all types of service orders and all network elements.
- C.10 The Parties will negotiate in good faith to establish expedite and escalation procedures for ordering and provisioning, including establishment of a process for ACSI to request the expedite an order on a customer's behalf.

D. Conversion of Exchange Service to Network Elements

- D.1 Installation intervals must be established to ensure that service can be established via unbundled loops in an equivalent timeframe as BellSouth provides services to its own customers, as measured from the date upon which BellSouth receives the order to the date of customer delivery.
- D.2 On each unbundled network element order in a wire center, ACSI and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30-minute window within which both the ACSI and BellSouth personnel will make telephone contact to complete the cutover.
- D.3 Within the appointed 30-minute cutover time, the ACSI contact will call the BellSouth contact designated to perform cross-connection work and when the BellSouth contact is reached in that interval, such work will be promptly performed.
- D.4 If the ACSI contact fails to call or is not ready within the appointed interval and if ACSI has not called to reschedule the work at least two (2) hours prior to the start of the interval, BellSouth and ACSI will reschedule the work order.
- D.5 If the BellSouth contact is not available or not ready at any time during the 30-minute interval, ACSI and BellSouth will reschedule and BellSouth will waive the non-recurring charge for the unbundled elements scheduled for that interval.

- D.6 The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the ACSI collocation arrangement is 5 minutes. If BellSouth causes an Exchange Service to be out of service due solely to its failure for more than 15 minutes, BellSouth will waive the non-recurring charge for that unbundled element.
- D.7 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of ACSI.
- D.8 If ACSI has ordered Service Provider Number Portability (SPNP) as part of an unbundled loop installation, BellSouth will coordinate implementation of SPNP with the loop installation.
- D.9 The conversion/installation time intervals which shall apply to unbundled loops and other network elements shall be as expressed herein.

E. Service Quality

- E.1 At a minimum, the service quality of leased network elements should match that of BellSouth's own elements and conform to all Bellcore and ANSI requirements applicable to the type of service being provided. In addition, BellSouth will provide maintenance services on network elements purchased by ACSI which are timely, consistent and at parity with that provided when such elements are used for its own purposes.
- E.2 Maintenance support shall be available 7 days a week, 24 hours a day. Provisioning support shall be available at the same times at which BellSouth installs its own bundled local exchange services.
- E.3 Installation and service intervals shall be the same as when BellSouth provisions such network elements for use by itself, its affiliates or its own retail customers.
- E.4 In facility and power outage situations, BellSouth agrees to provide network elements leased by ACSI the same priority for maintenance and restoration as similar elements used by BellSouth for itself or its affiliates.
- E.5 The Parties agree that all interconnection arrangements and services will at a minimum be subject to technical standards which are equal to those that BellSouth affords to itself, other LECs or other telecommunications carriers. This must, at a minimum, include parity in:

- Port features
- Treatment during overflow/congestion conditions
- Equipment/interface protection
- Power redundancy
- Sufficient spare facilities to ensure provisioning, repair, performance and availability
- Mediation functions
- Standard interfaces
- Real time control over switch traffic parameters
- Real time access to integrated test functionality
- Real time access to performance monitoring and alarm data

F. Network Information Exchange

- F.1 BellSouth shall provide ACSI with information sufficient to determine an end user's existing service and feature configurations.
- F.2 BellSouth agrees to provide ACSI with all necessary engineering information regarding all unbundled network elements and combinations thereof, including information normally provided on records such as the detailed design layout records (DLR) for unbundled loops and circuits.
- F.3 BellSouth shall provide information to ACSI on a continuing basis required to keep ACSI apprised of engineering changes associated with BellSouth's network elements and its deployment of new technologies.
- F.4 BellSouth shall provide ACSI with a detailed description of the criteria and procedures used for handling facility and power outages.
- F.5 Where permitted by law, BellSouth will make available to ACSI electronic (magnetic tape and/or diskette) and hard copies of its Master Street Address Guide (MSAG), and any regular updates thereof.
- F.6 BellSouth will provide ACSI with access to a listing and description of all services and features available down to street address detail, including: Type of Class 5 switch by CLLI, line features availability by LSO, and service availability by LSO, as well as the data elements required by BellSouth to provision all such services and features.

G. Maintenance and Trouble Resolution

- G.1 BellSouth shall provide automated interfaces to ACSI for field dispatch scheduling, status of repairs and confirmation of repair completion. The mean time to repair unbundled loops shall be equivalent to the mean time to repair reported by BellSouth for its retail customers.

- G.2 Service centers shall be established by both Parties to handle service issues, escalations, resolution of billing issues and other administrative problems. Automated interfaces (such as the carrier gateway) shall be provided into a centralized customer support systems databases for access to services and features purchased by ACSI from BellSouth.
- G.3 The Parties agree to establish a real time automated industry standard electronic interface (EBI) to perform the following functions:
- Trouble Entry
 - Obtain Trouble Report Status
 - Obtain Estimated Time To Repair (ETTR) and ILEC Ticket Number
 - Trouble Escalation
 - Network Surveillance - Performance Monitoring (*i.e.*, proactive notification of "auto detects" on network outages)
- G.4 The Parties agree to adopt a process for the efficient management of misdirected service calls.
- G.5 BellSouth will establish and staff a Maintenance Center to act as ACSI's single point of contact for all maintenance functions which will operate on a 24 hour a day, 7 days a week basis.
- G.6 All trouble shooting will be performed by BellSouth and BellSouth will be responsible for the reported trouble until turned back to ACSI.
- G.7 The Parties agree to establish an escalation process for resolving maintenance troubles.
- G.8 BellSouth shall perform Mechanized Loop Tests (Quick Test) at the request of ACSI while ACSI is on line.
- G.9 BellSouth shall provide progress status reports sufficient to enable ACSI to provide end user customers with detailed information and an estimated time to repair (ETTR).
- G.10 BellSouth will close all trouble reports with ACSI. ACSI will close all trouble reports with the end user.
- G.11 BellSouth will not undertake any work at an end user's request for which ACSI would be charged without obtaining the prior approval of ACSI. This includes authorizations by ACSI if a dispatch is required to the customer premises as well as verification of actual work completed.
- G.12 All Auto/Subscriber Line Tests (ALIT/SLIT) tests performed on ACSI customers that result in a failure will be reported to ACSI.

- G.13 ACSI will coordinate dispatches to the customer premise. This includes redispaches for customer access not available.
- G.14 BellSouth will ensure that all applicable alarm systems that support ACSI customers are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified. BellSouth will respond to ACSI customer alarms consistent with how and when they respond to alarms for their own customers.
- G.15 Nondiscriminatory emergency restoration and disaster recovery plans will be developed consistent with TSR essential line procedures. The plans should outline methods for the restoration of each central office in the local network provider territory as well as contain site specific restoration alternatives which can be implemented based on the magnitude of the disaster. Each plan should incorporate at a minimum the following elements:
- a. A BellSouth single point of contact which shall be:
 - Responsible for notification of the ACSI work center
 - Responsible for the initiation of BellSouth's restoration plan
 - Responsible for status and problem resolution during the entire restoration process
 - b. A restoration equipment dispatch plan which will establish a:
 - Documented procedure on how equipment will be dispatched to the restoration site
 - Estimated maximum time for the restoration equipment to arrive on site
 - c. Prior notification, with the option to influence the decision of any scheduled maintenance activity performed by the local supplier that may be service affecting to ACSI local customers (*i.e.*, cable throws, power tests, *etc.*).

H. Billing for Network Elements

- H.1 BellSouth will bill all unbundled elements and associated services purchased by ACSI (either directly or by previous assignment by a customer) on no more than two (2) consolidated statements per Point of Interconnection (POI) with sufficient billing detail to enable ACSI to reasonably audit such charges.
- H.2 Invoices must be presented monthly in a Carrier Access Billing Systems (CABS) and/or Customer Record Information System (CRIS) format in order to facilitate standard industry auditing practices. ACSI and

BellSouth will agree on the flow and format of CARE records for correct provisioning and billing to IXCs.

I. Addition of Network Elements

ACSI may request that BellSouth allow purchase and interconnection of additional Network Elements (including, without limitation, sub-loop unbundling and databases not otherwise discussed herein) at any time by making a demand in writing including a proposed revised Attachment C. BellSouth will respond in writing within thirty (30) days of receipt of such a request, and either accept or reject the service request. BellSouth may not refuse to make the requested Network Element available if its availability is required by FCC or state commission requirements, the Network Element is provided to any other telecommunications carrier, or interconnection is technically feasible and failure to obtain access to such Network Element might impair the ability of ACSI to provide telecommunications services. Pricing of such additional elements shall be provided within forty-five (45) days of receipt of the request for service, and shall be in accordance with the requirements of 47 U.S.C. § 252(d)(1). BellSouth will exercise best efforts to accomplish actual interconnection and provision of service within ninety (90) days of receipt of the service request.

V. LOCAL TRAFFIC INTERCONNECTION ARRANGEMENTS

A. Types of Local Traffic to Be Exchanged

The Parties agree to provide the necessary facilities and equipment to allow for the exchange of the following types of traffic between BellSouth and ACSI:

- A.1 **Local Exchange:** Local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party without the use of access codes.
- A.2 **Exchange Access:** The offering of access to telephone exchange services or facilities-based origination and termination of intraLATA or interLATA toll services.
- A.3 **IXC Transit:** BellSouth shall provide intermediary network access service between ACSI and any IXC for the purpose of completing interLATA or intraLATA toll traffic.
- A.4 **Other Transit Functions:** The Parties shall provide intermediary tandem switching and transport services for the other Party's connection of its end user to a local end user of other CLECs, other ILECs, and wireless telecommunications providers, which are connected to such Party's network.

- A.5 Intelligent Network and Network Surveillance: BellSouth shall provide open logical interconnection points to an AIN/IN interface in their network. BellSouth must also provide access to monitoring, surveillance and other fraud control functions in its network.
- A.6 Other Services: BellSouth shall provide connection and call routing for 911, directory assistance, and operator assistance services.

B. Designated Points of Interconnection

The Parties shall designate Points of Interconnection (POIs) on each other's networks. ACSI shall at a minimum designate a POI at each BellSouth access tandem serving the local calling area of the exchanges being served by ACSI. ACSI may designate additional POIs within a BellSouth local calling area and BellSouth will not unreasonably refuse to interconnect at each such designated POI. BellSouth may designate a POI at one or more of ACSI's local switching centers within each LATA in which ACSI is providing local service. If no ACSI local switching center is located within such LATA, the Parties will arrange a POI at a mutually agreed point within such LATA. ACSI will not unreasonably refuse to interconnect at a POI designated by BellSouth.

- B.1 Interconnection will be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic.
- B.2 Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area ACSI desires to serve for interconnection to those end offices that subtend the access tandem. At its discretion, ACSI may elect to interconnect directly at any BellSouth end offices for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each interconnection point where available. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision, and shall hand off calling party number ID where technically feasible.
- B.3 In accordance with Section V.C hereafter, collocation arrangements will be established which are suitable for use in ACSI/BellSouth local interconnection and ACSI access to unbundled BellSouth network components. Allowable collocation equipment includes transmission and concentrating equipment.

- B.4 In accordance with Section V.D hereafter, the Parties agree to establish trunk groups such that each Party provides a reciprocal of each trunk group established by the other Party. The Parties agree to install efficient and sufficient facilities to carry traffic (1) to route calls originating on its network and terminating on the other carrier's network to its POI, and (2) to route calls originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such. Notwithstanding the foregoing, each Party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.
- B.5 Each Party shall be responsible for routing calls to the POI for termination via the other's facilities. Each Party shall bear its own costs related to installation at the POI. ACSI may establish POIs on the BellSouth network via a negotiated expanded interconnection arrangement or via leased transport between the ACSI network and the BellSouth access tandem. BellSouth may establish POIs on the ACSI network via an expanded interconnection arrangement at the ACSI local switching center or via leased transport between an ACSI expanded interconnect arrangement and an ACSI local switching center.
- B.6 Either Party may use the POI for the interconnection of other types of services, such as toll services, subject to the applicable rates for such interconnection.
- B.7 BellSouth may not impose any restrictions on traffic types delivered to or from the POI(s). Notwithstanding the foregoing, the Parties hereto agree that no interexchange access services traffic will be exchanged as local traffic hereunder.
- B.8 Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end users. Calls should be terminated using the same network, ensuring the same quality of service, as the carrier provides its own customers.
- B.9 There will no re-arrangement, reconfiguration, disconnect, or other non-recurring fees associated with the initial reconfiguration of each carrier's existing traffic exchange arrangements upon execution of this agreement.
- B.10 BellSouth will absorb any applicable nonrecurring charges incurred by ACSI as a result of network redesigns/reconfigurations initiated by BellSouth to its own network.

C. Facilities for Local Interconnection

- C.1 The Parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons, because of space limitations or at the option of the Party requesting interconnection; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-1 hereto and applicable provisions of BellSouth's access service tariffs.
- C.2 Each Party hereto at its election shall have the sole right and discretion to specify any one of the following methods for interconnection at the POI:
- a. a meet in a manhole or other appropriate junction point inside, near to, or just outside the wire center designated as the POI, in which case the Party requesting interconnection shall additionally have the sole right and discretion to effect such meet by leasing from a third party, fiber facilities into the POI meet junction point (*i.e.*, virtual collocation);
 - b. a collocation facility which it maintains at the other Party's POI wire center (*i.e.*, physical collocation);
 - c. a collocation facility maintained at the POI wire center by a third party with whom the Party requesting interconnection has contracted for such purpose; or
 - d. a digital transport facility(ies) leased from the other Party hereto under the most favorable contract or tariff terms offered, where such facility(ies) extends to the POI from some second point designated by the Party requesting interconnection.

The Party requesting interconnection may, upon 60 days' advance written notice to the other Party, change from one of the interconnection methods specified above to another of the networks specified above. A mutually acceptable certified vendor for the installation of physical collocation equipment can be employed by the Party making the change to implement such changes, in which case no conversion or rollover charges will be assessed by the other party.

- C.3 Existing ACSI special access collocation arrangements with BellSouth shall be available for use by ACSI in the provision of switched services hereunder at no additional charge to ACSI.
- C.4 ACSI may at its option replace current virtual collocation arrangements at any location with physical collocation arrangements. The Parties agree

that no termination penalties or liabilities will apply to the termination of existing virtual collocation arrangements. A certified vendor for the installation of physical collocation equipment can be employed by the Party making the change to implement such a replacement, in which case no conversion, installation or non-recurring charges will be assessed by the other Party.

D. Trunking and Signaling

- D.1 a. The Party receiving traffic for termination can elect to receive the traffic in one of two ways: (a) over separate trunks for local and non-local; or (b) on combined trunks; provided that separate trunk groups shall be utilized where the delivering party is unable to furnish an auditable percent local usage (PLU) factor to the party receiving the traffic on a quarterly basis.
- b. If direct end office trunking with combined trunks is used, the Parties will work cooperatively to develop a procedure for accurately determining the amount of interLATA access traffic for proper application of switched access charges.
- D.2 Trunking shall be available to any switching center designated by either carrier: including end offices, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. The Parties shall have the option for either one-way or two-way trunking. Directionality in this case refers to the traffic flowing between two networks, not to the logical or physical configuration of the trunk. All trunks should be configured two-way for testing purposes only.
- D.3 Trunking can be established to tandems or end offices or a combination as mutually agreed. Normally, trunking will be at the DS-1 level. On a trunk group specific basis, the Parties may agree to establish trunking at higher (e.g., DS-3) levels. Initial trunking will be established between the ACSI local switching centers and the BellSouth access tandems. The Parties will utilize direct end office trunking under the following conditions:
- a. BellSouth tandem exhaust - If a BellSouth access tandem to which ACSI is interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between ACSI and BellSouth subscribers.

- b. Traffic volumes - The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an ACSI local switching center and a BellSouth office where traffic between such points exceeds or is forecast to exceed 125,000 minutes of local traffic per month. The Parties will install additional capacity between such points when overflow traffic between the ACSI switching center and BellSouth access tandem exceeds or is forecast to exceed 125,000 minutes of local traffic per month.
 - c. Mutual agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (a) or (b) above and agreement will not unreasonably be withheld.
- D.4 The Parties will provide Common Channel Signaling (CCS) to one another, where and as available, at no charge, in conjunction with all POI trunk groups. The Parties will cooperate in the exchange of Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, *etc.* All privacy indicators will be honored. Where available, network signaling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to CIC/OZZ codes. Where CCS is not available, in-band multi-frequency (MF) wink start E&M channel associated signaling will be provided. Such MF arrangements will require a separate trunk group between ACSI's switch and one specified BellSouth switch.
- D.5 ACSI shall establish CCS interconnection with BellSouth signal transfer points (STPs) in each LATA, either directly or via an intermediary STP provider.
- D.6 ACSI may opt at any time to terminate to BellSouth some or all local exchange traffic and intraLATA toll traffic originating on its network, together with switched access traffic, via Feature Group A, B, C or D Switched Access services which ACSI may otherwise purchase from BellSouth, subject to the rates, terms and conditions specified in BellSouth's applicable switched access tariffs. At no time shall ACSI be required to route outbound traffic via facilities for which a full retail or end user toll charge would be assessed when parallel FG-A, FG-B, FG-C.

or FG-D routing, or routing via a different carrier exists which is capable of carrying and completing said traffic at more favorable rates.

- D.7 The Parties will cooperate to jointly plan for the deployment of intercompany 64 Kbps per second clear channel capability.
- D.8 Service arrangements hereunder shall be engineered to an objective, consistent P.01 or better grade of service at the peak busy hour.
- D.9 The Parties shall periodically exchange technical descriptions and trunk/traffic forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.
- D.10 BellSouth shall deliver intraLATA traffic originating from its subscribers and terminating to ACSI's subscribers via a trunk group using facilities leased from ACSI on mutually agreeable terms.
- D.11 BellSouth will provide interconnection to and from intelligent network, signaling, monitoring, surveillance and fraud control points.
- D.12 BellSouth shall provide and implement all mandatory industry standard SS7 parameters as well as procedures that are defined in the applicable Bellcore standards, even if today's services do not specifically require these features. These functions shall include:
 - a. All functions of the ISUP, TCAP, SCCP, and MTP as specified in relevant Bellcore specifications.
 - b. All functions of the OMAP, including MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- D.13 BellSouth shall provide a signaling link which consists of a 56 kbps transmission path or other rates as defined by ANSI standards between ACSI designated Signaling Points of Interconnection (SPOIs), satisfying an appropriate requirement for physical diversity.
- D.14 The Parties shall meet or exceed SS7 performance objectives as described in Bellcore TR-905 section 7, and MTP and SCCP performance as specified by ANSI.
- D.15 Either Party shall have the option for Multi-Frequency (MF) signaling, but only when either party does not have the technical capability to provide SS7 facilities.
- D.16 Other Signaling Requirements:

- a. CIP shall be provided (CIC within the SS7 call set-up signaling protocol) at tariffed charges.
- b. All mandatory SS7 signaling parameters must be provided including
• Calling Party Number (CPN). All privacy indicators must be honored.
- c. The Parties must provide Signaling System 7 (SS7) to one another.

E. Network Management

- E.1 The Parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, the exchange of appropriate information concerning network changes that affect services to the other Party, maintenance contact numbers and escalation procedures.
- E.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- E.3 The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- E.4 The Parties will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.
- E.5 The Parties will jointly develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that traffic exchanged over the POI trunk groups experiences a consistent P.OI or better grade of service peak busy hour, and other appropriate, relevant industry-accepted quality, reliability and availability standards. Such plan shall also include mutually agreed upon standards for the configuration of segregated POI trunk groups. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. The Parties will use their best collective good faith efforts to complete and agree on a Joint Interconnection Grooming Plan within 90 days following execution of this agreement.
- E.6 BellSouth will establish and adhere to industry standard intervals for the delivery of FOCs, DLRs and facilities. Such intervals need to ensure that facilities are provisioned in time frames and according to standards that meet or exceed those that BellSouth provides to itself for its own network

and end users. Intervals should not exceed the Customer Designated Date (CDD).

- E.7 Upon request, BellSouth will provide ACSI with access to the BellSouth maintenance and trouble report systems including the following systems and/or functionality:
- Trouble reporting/dispatch capability - access must be real time
 - Repair status/confirmation; maintenance/trouble report systems
 - Planned/unplanned outage reports (where available to any other telecommunications carrier)
- E.8 Each Party has the duty to alert the other to any network events that can result or has resulted in service interruption, blocked calls, or changes in network performance, on a real time basis.
- E.9 BellSouth will adopt any multi-ILEC trouble management procedures and escalation processes developed by the NOF.
- E.10 The Parties will work cooperatively to plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- E.11 The Parties will provide each other with a trouble reporting number that is readily accessible and available 24 hours a day, 7 days a week. In addition, the Parties will provide each other test-line numbers and access to test lines.
- E.12 The quality of interconnection services should be no less than that provided by BellSouth for its own services.
- E.13 Installation and restoration of interconnection circuits by BellSouth for ACSI will be given equal priority as is given by BellSouth to similar services performed by BellSouth for any other telecommunications carrier.
- E.14 The time interval for installation of POIs by BellSouth will be negotiated on an ICB basis, subject to an agreement that installation of such POI's will be completed within a target of sixty (60) calendar days.
- E.15 Completion confirmation shall be provided to ensure that all necessary translation work is completed on newly installed facilities.
- E.16 The Parties shall periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

E.17 BellSouth will provide and update an electronic copy of their Switch Network ID Database with a complete list of features and functions by switch, i.e., NPA/NXXs, rate centers, etc.

F. Local Number Assignment

ACSI will assign telephone numbers to its customers using at least one NXX per BellSouth tariffed local exchange metropolitan area; provided, that sufficient quantities of numbering resources are made available to ACSI.

G. Cross-Connection to Other Collocators

Where one Party collocates in the wire center of the other Party, the Party operating the wire center shall allow the Party collocated at the wire center to directly interconnect to any other entity which maintains a collocation facility at that same wire center. The Party operating the wire center shall enable such interconnection by effecting a cross-connection between those collocation facilities, as jointly directed by the Party collocated at the wire center and the other collocated entity. For each such cross-connection, the Party operating the wire center shall charge the otherwise applicable standard tariff or contract special access cross-connect rate to the collocated Party. No other charges shall apply for such cross-connection. ACSI reserves its right to petition for state commission arbitration of the pricing of such cross-connections.

VI. LOCAL TRAFFIC EXCHANGE

A. Exchange of Traffic

The Parties agree for the purpose of this Agreement only that local interconnection is defined as the delivery of local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party, without the use of any access code or delay in the processing of the call. The Parties further agree that the exchange of traffic on BellSouth's Extended Area Service (EAS) shall be considered local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section.

B. Compensation

With the exception of the local traffic specifically identified in subsection (C) hereafter, each party agrees to terminate local traffic originated and routed to it by the other party. The Parties agree that BellSouth will track the usage for both companies for the period of the Agreement. BellSouth will provide copies of such usage reports to ACSI on a monthly basis. For purposes of this Agreement, the Parties agree that there will be no cash compensation exchanged by the parties

during the term of this Agreement unless the difference in minutes of use for terminating local traffic exceeds 2 million minutes per state on a monthly basis. In such an event, the Parties will thereafter negotiate the specifics of a traffic exchange agreement which will apply on a going-forward basis.

C. Transit Traffic

If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a CLEC other than ACSI; (2) an ILEC other than BellSouth; or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$0.002 per minute charge. However, BellSouth agrees that ACSI may cross-connect directly to such third Parties at the POI. In such an event, tariffed cross-connection non-recurring charges will apply, and no transitting charge will apply.

VII. MEET-POINT BILLING ARRANGEMENTS

Both Parties hereto provide interexchange access transport services to IXCs and other access service customers. Pursuant to the terms of this Agreement, ACSI will interconnect at selected BellSouth switches of its choosing for the purposes of providing certain Switched Access Services. On such occasions, a portion of the access transport service will be provided by each of the Parties hereto. This section establishes arrangements intended to enable each of the Parties hereto to serve and bill their mutual Switched Access Service customers, on an accurate and timely basis. The arrangements discussed in this section apply to the provision of both interLATA and intraLATA Switched Access Services. It is understood and agreed that ACSI is not obligated to provide any of its Switched Access Service(s) through any specific access tandem switch or access tandem provider, and may at its sole discretion, with due notice to those affected, modify its serving arrangements on its own initiative.

A. Applicability of OBF Guidelines

Meet-point billing (MPB) arrangements shall be established between the Parties to enable ACSI to provide, at its option, Switched Access Services to third Parties via specified LEC switches, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. These arrangements are intended to be used to provide Switched Access Service that originates and/or terminates on an ACSI-provided Exchange Service, where the transport component of the Switched Access Service is routed through specified BellSouth switches.

B. Meet-Point Interconnection

- B.1 The Parties shall establish MPB arrangements in each LATA or locality where switched services are provided by ACSI, between the correspondingly identified Rating Point/Switch pairs. BellSouth shall provide homing/subtending access tandem arrangements through the same (or a closely proximate) switching entity used for access services to BellSouth's end users. This does not foreclose the possibility that other mutually agreeable arrangements may be utilized by mutual agreement of the Parties where appropriate.
- B.2 At ACSI's discretion, interconnection for the MPB arrangement shall be established at the POI as described hereafter, at a collocation facility maintained by ACSI or an affiliate of ACSI at specified BellSouth switches, or at any point mutually agreed to by the Parties, consistent with the terms and conditions herein.
- B.3 Two-way meet point trunks which are separate from the local interconnection trunk groups will be established to enable ACSI and BellSouth to provide Exchange Access Services to IXCs via a BellSouth Central Office. No Party shall charge the other any amount for any meet point facilities unless one Party is ordering trunks from the other.
- B.4 Common Channel Signaling (CCS) shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is technically compatible with and economically reasonable to provide through the BellSouth switch, except that MF signaling shall be used on a separate trunk group for originating FGD access to Exchange Access Customers that uses the MF FGD signaling protocol. The Parties may establish CCIS interconnection either directly or through a third party.
- B.5 ACSI may establish CCS interconnections either directly or through a third-party. The Parties will exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own end users. The Parties will provide all CCIS signaling, Billing Number, originating line information (OLI) and any other such similar service. For terminating FGD, BellSouth will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information, such as Transit Network Selection (TNS) parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) will be provided whenever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and OZZ/CIC codes.

- B.6 All originating Toll Free Service calls for which BellSouth performs the Service Switching Point (SSP) function (e.g., performs the database query) shall be delivered by ACSI using GR-394 format over a trunk group designated for Toll Free Service. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls. In the event ACSI becomes a toll free service provider, BellSouth shall deliver traffic using the GR-394 format over a trunk group designated for Toll Free Service.
- B.7 All originating Toll Free Service calls for which ACSI performs the SSP function, if delivered to BellSouth, shall be delivered by ACSI using GR-394 format over the meet point trunk group for calls destined to IXCs, or shall be delivered by ACSI using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend BellSouth access tandems.
- B.8 Originating Feature Group B calls shall be delivered to BellSouth's tandem using the interLATA trunk groups.

C. Tariffs

ACSI and BellSouth will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs sufficient to reflect this MPB arrangement, including appropriate MPB percentages consistent with applicable industry standard practice and in accordance with Section VII.F hereafter.

D. Billing and Data Exchange

- D.1 Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party. For all traffic carried over the MPB arrangement, each Party shall only bill the rate elements identified for it in this Agreement. For transport elements subject to billing percentages, each Party shall utilize the billing percentages discussed in Section III.C preceding and Section VII.F hereafter. The actual rate values for each element shall be the rates contained in that Party's own effective federal and state access tariffs. The Parties shall utilize complementary monthly billing periods for meet-point billing.
- D.2 BellSouth may charge the IXC for use of the entrance facility, the tandem switching and the mutually agreed portion of non-interconnection transport charges. BellSouth will not include an element for the Residual Interconnection Charge (RIC) and ACSI will be entitled to bill and collect the appropriate RIC and/or any other applicable rate elements.

- D.3 Each party will provide to the other access records sufficient to enable billing to the IXCs. Records shall be provided in the Exchange Message Record format, Bellcore Standard BR 010-200-010, as amended.
- D.4 BellSouth shall provide to ACSI the billing name, billing address, and CIC of the IXCs and copies of relevant IXC Access Service Requests (ASRs), in order to comply with the MPB notification process as outlined in the MECAB document, on an electronic medium basis using the EMR format.
- D.5 BellSouth shall provide ACSI, on a daily basis, switched access detail usage data (EMR Category 1101XX records) on magnetic tape or via electronic file transfer using EMR format, for calls from IXCs that have transited BellSouth's tandems and terminated to ACSI's switching center(s).
- D.6 ACSI shall provide BellSouth, on a monthly basis, switched access summary usage data (EMR Category 1150XX records) on magnetic tape or via electronic file transfer using EMR format, for calls to IXCs which originate at ACSI's switching center(s).
- D.7 The Parties will exchange test files to support the initial implementation of the meet point billing processes provided for in this Agreement. Exchange of test data will commence one week after AMA certification begins. These data shall be actual recorded usage records.
- D.8 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- D.9 If access usage data is not processed and delivered by either Party and sent to the other in a timely manner and in turn such other Party is unable to bill the IXC, the delivering Party will be held liable for the amount of lost billing.
- D.10 Errors may be discovered by ACSI, the IXC or BellSouth. Both BellSouth and ACSI agree to provide the other Party with notification of any discovered errors within seven (7) business days of the discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data.
- D.11 The Parties shall not charge one another for the services rendered or information provided pursuant to this Section VII of this Agreement.

E. Toll Free IXC Traffic

MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

F. MPB Billing Percentages

The MPB billing percentage for each ACSI Rating Point shall be calculated according to the following formulas:

In any service jointly provided by BellSouth and ACSI for which meet point billing arrangements are adopted, the meet point billing percentages shall be based on the relative distances (*i.e.*, airline mileage) between the meet point and the two rating points as follows:

$$\text{ACSI percentage} = \frac{a}{(a+b)} \qquad \text{BellSouth percentage} = \frac{b}{(a+b)}$$

where "a" is the airline mileage between the relevant ACSI rating point (*e.g.*, serving switch) and the meet point and "b" is the airline mileage between the BellSouth rating point and the meet point.

G. Special Arrangements

- G.1 In a few instances, the involvement of yet a third provider of switched access may be needed for particular traffic. For purposes of customer billing, when three or more LECs are involved in the transmission of a particular message, the intermediate carriers will have no rating point, and the relevant mileage measurement is between the two end points.
- G.2 In the case of IXC traffic terminating to ACSI ported numbers, the Parties will, unless IXC actual minutes of use can be measured, account for access revenue on a state-by-state basis by using verifiable BellSouth/ACSI interstate and intrastate minutes of use reported on the applicable ARMIS report at the total IXC access rates applicable to BellSouth less the BellSouth/ACSI meet point access minutes at the meet point billing access rates applicable to BellSouth, with no other subtractions.
- G.3 If either Party provides intermediary functions for network access service connection between an IXC and another Party, each Party will provide their own network access services to the IXC on a meet-point basis. The meet-point billing arrangement will be through the multiple bill. Each Party will bill its own network access services rates to the IXC with the

exception of the residual interconnection charge. Each Party shall bill 50% of its residual interconnection charges in such case.

VIII. TOLL TRAFFIC INTERCONNECTION

- A. The delivery of interexchange toll traffic by a Party to the other Party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other Party's network, each Party will pay the other Party's tariffed terminating switched access rate, inclusive of the interconnection charge and the carrier common line rate elements of the switched access rate. The Parties agree that their terminating switched rate shall be the rate in effect when the traffic is terminated.
- B. For originating and terminating interexchange toll traffic, each Party shall pay the other Party's tariffed switched network access service rate elements. Said rate elements shall be as set out in the Parties' respective access services tariffs as those tariffs are amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If ACSI is the BellSouth end-user's presubscribed interexchange carrier or if the BellSouth end user uses ACSI as an interexchange carrier on a 10XXX basis, BellSouth will charge ACSI the appropriate tariff charges for originating network access services. If BellSouth is serving as the ACSI end user's presubscribed interexchange carrier or if the ACSI end user uses BellSouth as an interexchange carrier on a 10XXX basis, ACSI will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

IX. NUMBER RESOURCE ARRANGEMENTS

- A. Nothing in this Agreement shall be construed to in any manner limit or otherwise adversely impact either Party's right to request and be assigned any North American Numbering Plan (NANP) number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee (INC) as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010), or to independently, and in a technically compatible manner, establish and publish in any and all switched telecommunications industry routing and rating databases, by tariff or otherwise, Rate Centers Rating Points, destination switching entity/office and routing/tandem information corresponding to such NXX codes.
- B. During any period under this Agreement in which it serves as the NANP administrator for its territory, BellSouth shall ensure that ACSI has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers, and will assist ACSI in applying for NXX codes for its use in providing local exchange services. BellSouth shall provide numbering

resources pursuant to the Bellcore Guidelines Regarding Number Assignment. ACSI agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.

- C. If during the term of this Agreement BellSouth is no longer the NANP administrator, the Parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).
- D. It shall be the responsibility of each Party to program and update its switches and network systems pursuant to the local exchange routing guide (LERG) and other switched telecommunications industry guidelines to recognize and route traffic to the other Party's assigned NXX codes using that party's preferred routing at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly defined in this Agreement.
- E. Each Party shall be responsible for notifying its customers of any changes in dialing arrangements due to NPA exhaustion. Neither party shall be obligated to adopt the specific end user dialing plan of the other.
- F. Administration and assignment of numbers will be moved to a neutral third party in the future. In the interim, while BellSouth is still administering numbering, the following will apply:
 - 1. BellSouth will assign NXXs to ACSI on a nondiscriminatory basis and on the same basis as to itself.
 - 2. Testing and loading of ACSI's NXXs' should be the same as BellSouth's own.
 - 3. BellSouth shall not discriminate in the allocation of the number and types of NXXs assigned to ACSI.
 - 4. BellSouth will load NXXs according to industry guidelines, including the terminating LATA in which the NXXs/rate centers are located.
 - 5. BellSouth will supply ACSI with copies of its Local Calling Area Boundary Guide, including all updates thereto.

X. ACCESS TO POLES, DUCTS, CONDUIT AND RIGHTS OF WAY

- A. BellSouth agrees to provide to ACSI, pursuant to 47 U.S.C. § 224, as amended by the Telecommunications Act nondiscriminatory access to any pole, duct, conduit, and right-of-way owned or controlled by BellSouth. The Parties agree to negotiate in good faith to establish rates, terms and conditions applicable to

ACSI's access to poles, ducts, conduit and rights-of-way owned and controlled by BellSouth, and modify, if necessary, existing arrangements by October 1, 1996, in a manner consistent with the requirements of the Telecommunications Act.

XI. ANCILLARY SERVICES AND PLATFORM ARRANGEMENTS

A. 800 Traffic

- A.1 BellSouth agrees to compensate ACSI, pursuant to ACSI's published originating switched access charges, including the database query charge, for the origination of 800 and 888 traffic (combined "800") terminated to BellSouth.
- A.2 ACSI will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by ACSI will be in a standard EMR format for a fee, paid by BellSouth to ACSI, of \$0.015 per record.
- A.3 If ACSI provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to ACSI. BellSouth agrees to provide ACSI the appropriate records for ACSI to bill its 800 customers. The records provided will be in a standard EMR format for a fee, paid by ACSI to BellSouth, of \$0.015 per record.
- A.4 If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate ACSI for the origination of such traffic in accordance with the above.
- A.5 If ACSI utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in the applicable BellSouth Access Services Tariff, as said tariff is amended from time to time during the term of this Agreement.
- A.6 Should ACSI require 800 access ten digit screening service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. ACSI shall utilize SS7 Signaling links, ports and usage from BellSouth's interstate access services tariff. 800 access ten digit screening service is an originating service that is provided via 800 switched access service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit

number. The rates and charges for said services shall be as set forth in the applicable BellSouth access services tariff as said tariff is amended from time to time during the term of this Agreement.

B. 911/E-911

- B.1 The Parties agree to interconnect with each other to provide Basic 911 and E-911 emergency calling services consistent with the terms of Attachment C-9 hereto.
- B.2 For Basic 911 service, BellSouth will provide to ACSI a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E-911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ACSI will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ACSI will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E-911 service, ACSI shall discontinue the Basic 911 procedures and begin the E-911 procedures, set forth in subsection B.4 below.
- B.3 For E-911 service, ACSI shall install a minimum of two dedicated trunks originating from ACSI's serving wire center and terminating to the appropriate E-911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with MF pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the U-255 Law convention. ACSI will provide BellSouth daily updates to the E-911 database.
- B.4 If a municipality has converted to E-911 service, ACSI will forward 911 calls to the appropriate E-911 tandem, along with ANI, based upon the current E-911 end office to tandem homing arrangement as provided by BellSouth. If the E-911 tandem trunks are not available, ACSI will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- B.5 BellSouth will provide ACSI with an electronic interface from which ACSI may input and update subscriber records in the E-911 database.

BellSouth shall also provide ACSI with an automated interface to access its Automatic Location Identification (ALI) database.

- B.6 BellSouth and ACSI agree that the practices and procedures contained in the E-911 Local Exchange Carrier Guide For Facility-Based Providers (LEC Carrier Guide) shall determine the appropriate procedures and practices of the Parties as to the provision of 911/E-911 Access. The LEC Carrier Guide shall at a minimum include, or BellSouth shall separately provide, 911 database update procedures and 911 trunk restoration procedures.
- B.7 If ACSI requires transport to the BellSouth 911 tandem, ACSI may, at ACSI's option, purchase such transport from BellSouth at rates set forth in either BellSouth's intrastate switched access services tariff or intrastate special access services tariff.
- B.8 BellSouth and ACSI will cooperatively arrange meetings to answer any technical questions that municipal or county coordinators may have regarding the 9-1-1/E-911 portions of this Agreement.
- B.9 Where BellSouth is responsible for maintenance of the E-911 database and can be compensated for maintaining ACSI's information by the municipality, BellSouth shall seek such compensation. BellSouth may seek compensation for its costs from ACSI only if and to the extent BellSouth is unable to obtain such compensation from the municipality.
- B.10 Nothing herein shall be construed to prevent ACSI from opting to route Basic 911 and E-911 calls to an alternative emergency call service bureau, to provide such services itself, or to route such calls directly to a Public Safety Answering Point (PSAP).

C. Provision of Operator Services

- C.1 BellSouth will offer to ACSI Operator Call Processing Access Service BLV/BLVI Service and Directory Assistance Access Services. Rates, terms and conditions are set forth in section VI.F for BLV/BLVI Service, Attachment C-11 for Directory Assistance Access Services, and Attachment C-10 for Operator Call Processing Access Services. Each such attachment is incorporated herein by this reference.
- C.2 BellSouth also will offer to ACSI CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-12 and Attachment C-13, incorporated herein by this reference.

D. Transfer of Service Announcements

When an end user customer changes from BellSouth to ACSI, or from ACSI to BellSouth, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service at no charge to the other Party. This announcement will provide details on the new number to be dialed to reach this customer.

E. Coordinated Repair Calls

ACSI and BellSouth will employ the following procedures for handling misdirected repair calls:

- E.1 ACSI and BellSouth will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
- E.2 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party shall respond with accurate information in answering customer questions.
- E.3 ACSI and BellSouth shall provide their respective repair contact numbers to one another on a reciprocal basis.

F. Busy Line Verification and Interrupt

F.1 Description

- a. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end users.
- b. ACSI will route BLV and BLVI traffic to the BellSouth access tandem.

F.2 Compensation

Each Party shall charge the other Party for BLV and BLVI at the effective rates contained in BellSouth's applicable Local Interconnection Services Tariff(s).

G. Directory Assistance (DA)

G.1 Description

At ACSI's request, BellSouth will:

- a. Provide to ACSI, over TOPs trunks, unbranded (or ACSI-branded, where available) directory assistance service which is comparable in every way to the directory assistance service BellSouth makes available to interexchange carriers.
- b. In conjunction with subparagraph (a) above, provide caller optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service BellSouth generally makes available to its end users, to the extent BellSouth generally offers such service to its end users.
- c. BellSouth will provide ACSI operators on-line access to BellSouth's DA database.

G.2 Compensation

Initial rates, terms and conditions for DA Services shall be as provided in Attachment C-11 hereto.

H. Directory Listings and Directory Distribution

- H.1 Subject to the execution of an agreement between BellSouth's affiliate, BellSouth Advertising and Publishing Co. (BAPCO), and ACSI in a form substantially similar to that attached as Attachment C-8, (1) ACSI's customers' primary listings shall be included in the appropriate white page (resident and business) listings or alphabetical directories, as well as the directory assistance database, (2) ACSI's business subscribers' listings will be included in all appropriate yellow pages or classified directories, and (3) copies of directories shall be delivered to ACSI's customers: all without charge.
- H.2 BellSouth shall provide ACSI with a magnetic tape or computer disk containing the proper format to employ in submitting directory listings

Land daily updates. ACSI shall provide BellSouth with its directory listings and daily updates to those listings (including new, changed and deleted listings) in a mutually acceptable format. BellSouth shall include ACSI's customers in the directory assistance database associated with the areas in which ACSI provides exchange services within the same time frame as BellSouth includes its own customers in such databases.

- H.3 BellSouth and its Affiliates will afford ACSI's directory listings information the same level of confidentiality which BellSouth affords its own directory listing information, and BellSouth shall ensure that access to ACSI's customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. BellSouth will not use ACSI's directory listings for the marketing of BellSouth's telecommunications services.

I. Access to Signaling and Signaling Databases

- I.1 BellSouth will offer to ACSI use of its SS7 signaling network and signaling databases on an unbundled basis at the rates included in Attachment C-5 hereto. Signaling functionality will be available with both A-link and B-link connectivity.
- I.2 BellSouth agrees to input NXX assigned to ACSI into the Local Exchange Routing Guide (LERG).
- I.3 BellSouth will enter ACSI line information into its Line Information Database (LIDB) pursuant to the terms and conditions contained in Attachment C-6 hereto, incorporated herein by this reference. Entry of line information into LIDB will enable ACSI's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.
- I.4 BellSouth will provide ACSI with access to LIDB for call and card validation purposes pursuant to an Agreement substantially in the form of Attachment C-7 hereto, as amended hereafter to include unbundled local loops.
- I.5 If ACSI utilizes BellSouth's 800 database for query purposes only applicable BellSouth tariffed rates will apply.

XII. TELEPHONE NUMBER PORTABILITY ARRANGEMENTS

- A. The Parties agree to provide interim Service Provider Number Portability (SPNP) on a reciprocal basis between their networks to enable their end user customers to utilize telephone numbers associated with an Exchange Service provided by one

Party, in conjunction with an Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service. The Parties shall provide reciprocal SPNP immediately upon execution of this Agreement via remote call forwarding (RCF) or Direct Inward Dialing (DID). SPNP shall operate as follows:

- A.1 An end user customer of Party A elects to become an end user customer of Party B. The end user customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon receipt of a service order assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B within the same access where the original NXX code is used. Party A will route the forwarded traffic to Party B over the appropriate trunk groups, as if the call had originated on Party A's network.
- A.2 Party B will become the customer of record for the original Party A telephone numbers subject to the SPNP arrangements. Party A will provide Party B a single consolidated master billing statement for all collect, calling card, and third-number billed calls associated with those numbers, with subaccount detail by retained number. Such billing statement shall be delivered via either electronic data transfer, daily magnetic tape, or monthly magnetic tape (for which option there shall be no charge). Party A shall provide to Party B the EMR detail records associated with the calls on the master billing statement.
- A.3 Party A will cancel line-based calling cards and will, as directed by Party B, update its Line Information Database (LIDB) listings for retained numbers, subject to RCF, and restrict or cancel calling cards associated with those forwarded numbers, as directed by Party B, subject to execution of an LIDB storage agreement in substantially the form attached hereto.
- A.4 Within two (2) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the SPNP arrangements for that customer's telephone number(s), or redirect the SPNP arrangement pursuant to the customer's instructions at that time.

- B. SPNP-RCF is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A.3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by ACSI or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-RCF end user. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for SPNP-RCF service.
- C. The Parties shall provide RCF arrangements to each other at identical monthly rates. Recurring charges shall not exceed the actual cost of providing the service. There shall be no SPNP-RCF non-recurring charges. Until otherwise verified by reliable cost studies, actual cost for recurring charges are as stipulated in Attachment D hereto. The Parties agree that Article XXII of this Agreement shall apply to the rates, terms and conditions for SPNP-RCF arrangements.
- D. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.
- E. The Parties hereby agree to negotiate in good faith to establish the recurring and non-recurring charges, if any, for SPNP-DID. For this purpose, BellSouth shall

provide ACSI with its relevant cost studies, subject to applicable non-disclosure obligations. The Parties agree that Article XXII of this Agreement shall apply to the rates, terms and conditions of SPNP-DID arrangements. Until such permanent charges are established, the Parties agree that the rates contained in Attachment E hereof (hereinafter the "Interim SPNP-DID Rates") will apply.

- F. Each Party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users.
- G. Each Party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party is responsible for designating the preferred standard type of announcement to be provided.
- H. Each Party will be the other's Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers, if deemed necessary, for maintenance purposes.
- I. The Parties will migrate from RCF or DID to Permanent Number Portability (PNP) as soon as practically possible, without interruption of service (to the degree possible) to their respective customers.
- J. Under either an SPNP or PNP arrangement, ACSI and BellSouth will implement a process to coordinate Telephone Numbers Portability (TNP) cut-overs with Unbundled loop conversions (as described in Section IV of this Agreement).
- K. The quality of service of calls to ported numbers should be identical to the quality of service of the calls to non-ported numbers.
- L. If the FCC or a state commission issues regulations pursuant to 47 U.S.C. § 251 to require number portability in a manner or at rates different than that provided pursuant to this subsection, the Parties agree to revise this Agreement as necessary to fully comply with those requirements.

XIII. DISCONNECTION OF CUSTOMERS

- A. BellSouth shall accept any requests from ACSI to disconnect the service of an existing BellSouth end user, except for BellSouth public and semipublic telephone service which service is subject to effective contracts with location providers. BellSouth will not require end user confirmation prior to disconnecting the end user's service. BellSouth will accept a request directly from an end user for conversion of the end user's service from ACSI to BellSouth or will accept a request from another CLEC for conversion of the SPNP service associated with an end user's service charge from ACSI to the CLEC. BellSouth will notify ACSI that such a request has been processed. This Article shall be subject to Section 258(a) and (b) of the Telecommunications Act which prohibits illegal changes of carrier selections and assesses liability for such changes, and any change of service verification procedures which may be promulgated by the FCC. ACSI and BellSouth shall each execute a blanket letter of authorization for each state substantially in the form attached as Attachment F hereto with respect to customer disconnections. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization of disconnection of service; provided, however, that such processes shall comply with applicable state and federal law and until superseded shall be deemed adequate for purposes of this Agreement if such processes comply with FCC guidelines applicable to Presubscribed Interexchange Carriers (PIC) changes.
- B. If either Party determines that an unauthorized change in local service provider has occurred, such Party shall reestablish service with the appropriate local service provider as requested by the end user and will assess the other Party an Unauthorized Change Charge of \$19.41 per line. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the other Party because of the unauthorized change. These charges shall be adjusted if such Party provides satisfactory proof of authorization.
- C. If BellSouth accepts an order placed by itself or another CLEC (or local reseller) to disconnect the SPNP to an ACSI end user, BellSouth shall notify ACSI of the change within three (3) days thereof.

XIV. RESALE OF BELL SOUTH LOCAL EXCHANGE SERVICES

BellSouth hereby agrees that ACSI may at any time during the term of this Agreement elect to resell BellSouth's local exchange services under the terms and conditions of any local services resale agreement reached between BellSouth and any other telecommunications carrier. ACSI may select any such resale agreement at any time prior to the expiration of this Agreement.

XV. RESPONSIBILITIES OF THE PARTIES

- A. BellSouth and ACSI agree to treat each other fairly, non-discriminatorily, and equally for all items included in this Agreement or related to the support of items included in this Agreement.
- B. ACSI and BellSouth will work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, or any other services related to this Agreement. The Parties fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- C. ACSI and BellSouth agree to promptly exchange all necessary records for the proper billing of all traffic.
- D. ACSI and BellSouth will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization, POI trunks, MPB arrangements, E-911, EISCC facility requirements, quantities of DNCF, loops and other services provided under this Agreement. New trunk groups will be implemented as dictated by engineering requirements for both BellSouth and ACSI. BellSouth and ACSI are required to provide each other the proper call information (e.g., originated call party number and destination call party number) to enable each company to bill in a complete and timely manner.
- E. The Parties will cooperate by exchanging technical information in order to identify and explore potential solutions to enable ACSI to establish unique rate centers, or to assign a single NXX code across multiple rate centers.
- F. ACSI and BellSouth will work jointly and cooperatively in developing and implementing common manual and/or electronic interfaces (including, for example, data elements, data format, and data transmission) from which to place service orders and trouble reports involving the provision of loops, DNCF, directory assistance, directory listings, E-911, and other services included in this Agreement. To the extent reasonable, ACSI and BellSouth will utilize the standards established by industry fora, such as OBF.
- G. BellSouth will support ACSI requests related to central office (NXX) code administration and assignments in an effective and timely manner. ACSI and BellSouth will comply with code administration requirements as prescribed by the FCC, the state commissions, and accepted industry guidelines.
- H. BellSouth shall not impose a cross-connect fee on ACSI where ACSI accesses 911 or E-911, reciprocal traffic exchange trunks, and network platform services, through a collocation arrangement at the BellSouth Wire Center.

- I. Notwithstanding any other provision of this Agreement, it is mutually understood and agreed that both Parties hereto reserve the right to establish each of the following, consistent with generally accepted industry standards.
 1. Rate centers (location and area within)
 2. Points of interchange (including meet points)
 3. Switching entity designation and supporting data (including inbound route choice)
 - a. end office
 - b. homing/homed to tandem
 4. Association of routing point(s) with end offices, POIs, *etc.*
 5. Published rate center and locality designations.

XVI. NETWORK DESIGN AND MANAGEMENT

- A. The Parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- C. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.
- D. For network expansion, the Parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be added as reasonably warranted.
- E. ACSI and BellSouth will exchange appropriate information (*e.g.*, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve desired reliability. In addition, ACSI and BellSouth will cooperatively plan and implement coordinated repair procedures to ensure customer trouble reports are resolved in a timely and appropriate manner.

XVII. TERM

- A. The term of this Agreement shall be two years, beginning September 1, 1996.
- B. The Parties agree that by no later than September 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning September 1, 1998.
- C. If, within 90 days of commencing the negotiation referred to in Section XVII.B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the state commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than July 1, 1998. The Parties further agree that in the event the Commission does not issue its order prior to July 1, 1998 or if the Parties continue beyond September 1, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to September 1, 1998. Until the revised local interconnection arrangements become effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.
- D. The Parties agree that (1) if the FCC or a state commission or other state or local body having jurisdiction over the subject matter of this Agreement finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations promulgated, or (2) if an FCC or state commission order or requirement has the effect of preempting any term of this Agreement, then in the event of the occurrence of (1) or (2) the Parties shall immediately commence good faith negotiations to conform this Agreement with any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or state commission action giving rise to such negotiations. The Parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date.

XVIII. IMPLEMENTATION OF AGREEMENT

The Parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The

implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XIX. UNIVERSAL SERVICE

The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from ACSI.

XX. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-today basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XXI. LIABILITY AND INDEMNIFICATION

A. Liability Cap.

1. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ACSI, any ACSI customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by ACSI, any ACSI customer or any other person or entity resulting from the gross negligence or willful misconduct of

BellSouth and claims for damages by ACSI resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

2. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ACSI pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, ACSI's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of ACSI and claims for damages by BellSouth resulting from the failure of ACSI to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.
- B. Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.
 - C. Neither Party shall be liable for damages to the other Party's terminal location, POI or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct.
 - D. Notwithstanding subsection A, the Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; (2) any claim, loss or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E-911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or (3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party, the receiving Party shall

have no obligation to indemnify, defend and hold harmless the supplying Party hereunder.

- E. Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A, each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer from any and all claims by any person relating to the other Party or the other Party's customer's use of services so provided.
- F. No license under patents (other than the limited license to use in the course of using a service provided pursuant to this Agreement) is granted by one Party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection A, the Party providing a service pursuant to this Agreement will defend the Party receiving such service against claims of patent infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:
 - 1. Modification of the service by someone other than the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or
 - 2. The combination, operation or use of the service with any product, data or apparatus not provided by the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.
- G. Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Article XXI, such Party (Indemnified Party) shall promptly give written notice to the other Party (the Indemnifying Party) of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

XXII. MOST FAVORABLE PROVISIONS

- A. If as a result of any proceeding before any Court, Commission, or the FCC, any voluntary agreement or arbitration proceeding pursuant to the Act, or pursuant to any applicable federal or state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a state within the BellSouth territory at rates or on terms and conditions more favorable to such carrier than the comparable provisions of this Agreement, then ACSI shall be entitled to add such network elements and services, or substitute such more favorable rates, terms or conditions for the relevant provisions of this Agreement, which shall apply to the same states as such other carrier and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.
- B. If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body, whether commenced before or after the effective date of this Agreement, the Parties agree to incorporate such order in this Agreement as of its effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the Parties agree that the Companies shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.
- C. In the event that BellSouth provides interconnection and/or temporary number portability arrangements via tariff or has or enters into an interconnection and/or temporary number portability agreement with another entity, BellSouth will permit ACSI an opportunity to inspect such tariff or agreement and, upon ACSI's request, BellSouth will immediately offer ACSI an agreement on the same material terms with effect from the date BellSouth first made such tariff effective or entered into such arrangement and for the remainder of the term of this Agreement. The other items covered by this Agreement and not covered by such tariff or agreement shall remain unaffected and as to such items this Agreement shall remain in effect.
- D. In the event that BellSouth is required by an FCC or a state commission decision or order to provide any one or more terms of interconnection or other matters covered by this Agreement that individually differ from any one or more corresponding terms of this Agreement, ACSI may elect to amend this Agreement to reflect all of such differing terms (but not less than all) contained in such decision or order, with effect from the date ACSI makes such election. The other items covered by this Agreement and not covered by such decision or order shall remain unaffected and as to such items this Agreement shall remain in effect.

XXIII. DEFAULT

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may terminate this Agreement forthwith by written instrument. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

XXIV. NONDISCLOSURE

- A. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.
- B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
- C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - 1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - 2. is or becomes publicly known through no wrongful act of the receiving Party;
or

3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
4. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
6. is approved for release by written authorization of the disclosing Party; or
7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

E. **Effective Date.** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement. The obligation to that information as confidential shall survive the termination of this Agreement.

XXV. ARBITRATION

- A. Any controversy or claim arising out of, or relating to, this Contract or the breach thereof shall be settled by arbitration, in accordance with the rules then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction of the controversy or claim. As an express condition precedent to any legal or equitable action or proceeding in the event of disputes or controversies as to the amount of loss or damage arising out of this Contract, such disputes or controversies shall first be submitted to the arbitration of two persons, one chosen by each Party, who shall jointly select a third person. Provided, however, that nothing contained herein shall preclude either Party from filing any complaint or other request for action or relief with the FCC or the appropriate state commission, including any appeals thereof. The Party which does not prevail shall pay all reasonable costs of the arbitration or other formal complaint proceeding, including reasonable attorney's fees and other legal expenses of the prevailing Party.
- B. Nothing herein shall preclude ACSI from seeking state commission arbitration, pursuant to Section 252 of the Telecommunications Act, of issues upon which the

Parties hereto were unable to reach agreement during the negotiations hereof. The Parties acknowledge that they were unable to reach agreement on the rates applicable to unbundled local loops, associated cross connections, local loop multiplexing and switch ports, and that these issues will be submitted for resolution by the state commissions through arbitration. BellSouth hereby waives any right to contest ACSI's ability to seek state commission and/or FCC review of such unresolved issues.

XXVI. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXVII. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with, applicable federal law and the laws of the State in which the arrangements are implemented.

XXVIII. 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.

XXIX. NOTICES

Any notices required by or concerning this Agreement shall be sent via facsimile and overnight courier to the Parties at the addresses shown below:

Riley M. Murphy
Executive Vice President & General Counsel
American Communications Services, Inc.
131 National Business Parkway, Suite 100
Annapolis Junction, Maryland 20701

Richard Dender
Account Manager
BellSouth Telecommunications, Inc.
South E4E1
3535 Collonnade Parkway
Birmingham, Alabama 35243

Each Party shall inform the other of any changes in the above addresses.

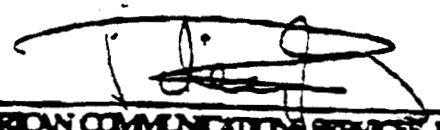
XXX. ENTIRE AGREEMENT

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and 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.


XXXI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.



AMERICAN COMMUNICATIONS SERVICES, INC



BELLSOUTH TELECOMMUNICATIONS, INC

By: Riley M. Murphy/Executive
Name/Title Vice President

By: Jerry D. Hendrix /Manager
Name/Title

Date: July 25, 1996

Date: July 25, 1996

ATTACHMENT A

OPERATING SUBSIDIARIES OF
AMERICAN COMMUNICATIONS SERVICES, INC.

ACSI of Mobile, Inc.

ACSI of Montgomery, Inc.

ACSI of Birmingham, Inc.

ACSI of Charleston, Inc.

ACSI of Columbia, Inc.

ACSI of Columbus, Inc.

ACSI of Greenville, Inc.

ACSI of Spartanburg, Inc.

ACSI of Chattanooga, Inc.

ACSI of Louisville, Inc.

ACSI of Lexington, Inc.

ACSI of Jackson, Inc.

ACSI of Baton Rouge, Inc.

ATTACHMENT B

DEFINITIONS

1. **"Access Service Request" or "ASR"** means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of interconnection.

2. **"Advanced Intelligent Network" or "AIN"** means a network switching and architecture concept that centralizes intelligence in databases and application processors internal to the network rather than in central office switching systems. AIN enables the network to complete interactions (or actions) regarding routing, signaling and information quickly and accurately. The AIN concept permits intelligent database systems and application processors to be either centralized or distributed throughout one network.

3. **"Advanced Intelligent Network Features" or "AIN/IN Features"** refers to the replacement or enhancement of electronic switching and electronic network hardware and software functions via the use of distributed network based processors and Common Channel Interoffice Signaling (CCIS/SS7). For example, SCPs and STCs are part of the advanced intelligent network. AIN also features a "service creation environment" which permits the end user or reseller to create, and modify, in near real time, their own network routing instructions for calls to their facilities, creating, in effect a user customized virtual network.

4. **"Affiliate"** means 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) or more than 10 percent.

5. **"American National Standards Institute" or "ANSI"** is a private, non-profit organization representing more than 1,300 corporations, 30 government agencies, 20 institutions and 250 trade, labor, consumer, technical and professional organizations which sets voluntary standards for the United States (U.S.). ANSI has established an Information Infrastructure Standards Panel. ANSI is appointed by the U.S. State Department as a representative of the U.S. to the ITU's International Standards Organization.

6. **"Automated Report Management Information System" or "ARMIS"** means the most current ARMIS 4308 report issued by the FCC.

7. **"Automatic Number Identification" or "ANI"** is a telecommunications carrier signaling parameter that identifies, through industry standard network interfaces and formats (either SS7/CCIS (preferred), or in band signalling (predecessor technology), the billing number of the calling party. This functionality is also known and referred to as "Calling Party Number" or "CPN." This term is not to be limited by "Called Party Identification" service, another product that is frequently required by call centers.

8. **"Bell Communications Research" or "BellCore"** means an organization owned jointly by the RBOC that conducts research and development projects for them.

9. "**Busy Line Verification/BLVI Traffic**" or "**BLV/BLVI Call**" refers to an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

10. "**Calling Party Number**" or "**CPN**" means a common channel signalling parameter which refers to the number transmitted through the network identifying the calling party.

11. "**Carrier Identification Code**" or "**CIC**" means a three or four digit number assigned to an IXC that identifies that carrier's traffic.

12. "**Central Office Switch,**" "**Central Office**" or "**CO**" refers to either a means a Switching entity or the physical location (site) which houses a traditional central office switch and its peripherals within the public switched telecommunications network, including but not limited to:

a. "**End Office Switches**" which are Class 5 switches from which End User Telecommunications Services are directly connected and offered.

b. "**Tandem Office Switches**" which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

c. "**Remote Switching Module**" or "**RSM**" refers to a Central Office architecture element that permits the Central Office switch the ability to extend either line or trunk side interfaces, with all typical service features and functions to a cabinet which is physically remote from the home CO site, and where stand alone capability may or may not be implemented. RSMs are sometimes also referred to as "switches" in the BellSouth infrastructure inventory discussions and to that extent may be used as interchangeable terms.

d. "**Central Office Switches**" may be employed as combination End Office and Tandem Office Switches (combination Class 5/Class 4).

13. "**Central Office Equipment**" refers to the traditional Central Office Switch itself and all of the peripheral electronics (network elements) that supply network-based processing functions other than "transport." Network elements which provide "Transport" are generally referred to as "Outside Plant" equipment or electronics.

14. "**Centralized Message Distribution System**" or "**CMDS**" means the billing record and clearing house transport systems that incumbent LECs use to exchange out-collects, in-collects and Carrier Access Billing System ("CABS") records.

15. "**CLASS Features**" refers to features and functions (products) which become available on the "line side" of the Central Office through the use of common channel signalling system seven (CCIS/SS7.) CLASS features include, but are not necessarily limited to: Automatic Call Back, Call Trace, Caller ID and Related Blocking Features, Distinctive Ringing/Call Waiting, Selective Call Forward, and Selective Call Rejection. See also: "Software-based network elements and services."

16. "**Commission**" means the appropriate regulatory agency in each of BellSouth's nine state regions, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

17. "**Common Channel (Interoffice) Signaling**" or "**CCIS**" means a method of digitally transmitting call set-up and network control data over separate physical or virtual connections from those which normally carry the actual call user connections. This technology supersedes "in-band" signalling. The current industry standard for common carrier network signaling is called Signaling System 7.

18. "**Cross Connect**" refers to the equipment physical or logical "meet point" between network elements.

a. For example, within a wire center, it is a connection between line termination blocks on the two sides of a distribution frame or between individual line terminations on the same side of the frame. Cross connections are made to route traffic from one group of lines to another specific group of lines on the distribution frame, or to route traffic from one individual line to another specific line on the distribution frame.

b. A piece of manual, electromechanical or electronic apparatus designed to make and rearrange the cross connections among the lines that terminate on a distribution frame. Cross-connect devices are employed where rearrangement of transmission circuits occur infrequently.

19. "**Customer Local Area Signalling Services**" or "**CLASS**" means features available to end users based on availability of CCIS, including, without limitation, Automatic Callback, Call Trace, Caller ID and related blocking, Distinctive Ringing, Call Waiting, Selective Call Forward and Selective Call Rejection.

20. "**DID**" or "**Direct Inward Dialing**" is a feature which allows callers on the public switched network to directly dial a specific PBX or Centrex extension telephone.

21. "**Directory Number Call Forwarding**" or "**DNCF**" is one form of Interim Number Portability ("ISPNP") which is provided through call routing and call forwarding capabilities. DNCF will forward calls dialed to an original telephone number to a new telephone number on a multi-path basis. DNCF is not limited to listed directory numbers.

22. "**Digital Loop Carrier**" or "**DLC**" consists of electronic equipment which uses one or more digital facilities, usually DS-1s, to provide voice grade analog or ISDN telecommunication services. Service is multiplexed at a remote location, transmitted over connecting digital facilities and demultiplexed, usually at a switching location. It can be concentrating or non-concentrating. "**Integrated Digital Loop Carrier**" is the same as Digital Loop Carrier, except it is not demultiplexed, but instead the DS-1 facilities are directly connected into compatible digital equipment.

23. **"Digital Service - Level 0"** or **"DS-0"** means a signal rate of 64 kilobits per second.
24. **"Digital Service - Level 1"** or **"DS-1"** is an industry standard telecommunications transport channel which can support a digital signaling rate of 1.544 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional," this channel is assumed to be fully available.
25. **"Digital Service - Level 3"** or **"DS-3"** is an industry standard telecommunications transport channel which can support a digital signal rate of 44.736 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional," this channel is assumed to be fully available.
26. **"DSX"** or **"Digital and Access Cross-connect System ("DACS")** is a cross-connection product (including a mounting bay/panel) used for termination of equipment and facilities operating at digital rates.
27. **"Electronic Data Interchange," "Electronic File Transfer"** or **"EFT"** is a process which utilizes an electronic format and protocol to send/receive digital data business documents between different companies' computers over phone lines. There are several generally accepted industry standards for EFT, pending acceptance of a single common standard.
28. **"Exchange Access"** means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.
29. **"Exchange Message Record"** or **"EMR"** is a term used to refer to the current standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is currently contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which has traditionally defined Bell standards for exchange message records.
30. **"Exchange Service"** is a traditional marketing term used to refer to a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switch telecommunications network. Exchange Services include, but are not limited to, basic residence and business line service, PBX trunk line service, pay telephone stations, pay phone line service, Centrex and Centrex-like line services, AIN, and ISDN line/trunk services. Exchange Service does not traditionally include Private Line, Toll, Switched and Special Access (digital channel) services, which have traditionally been separately billed and regulated, although today these services are frequently formed from and bundled within common transport and network elements.
31. **"Feature Group A"** or **"FGA"** means FGA interexchange access as defined in BellSouth's FCC Tariff No. 1.

32. "Feature Group B" or "FGB" means FGB interexchange access as defined in BellSouth's FCC Tariff No. 1.

33. "Feature Group D" or "FGD" means FGD interexchange access as defined in BellSouth's FCC Tariff No. 1.

34. "Interconnection" means the connection between network elements that enable the formation of network systems. The objective of interconnection is to provide transport and transparent interoperability among separate pieces of equipment, transmission facilities, *etc.*, within, between or among networks. The architecture of interconnection may include several industry standard, or regulatory structured methods including, but not limited to, collocation arrangements ("physical" and "virtual" collocation) arrangements via industry standard interface arrangements.

35. "Interconnection Point," "Point of Interconnection" or "POI" includes all points where ACSI is entitled to interconnect with BellSouth under the terms of this Agreement, including, without limitation, points on the line side and trunk side of each Network Element.

36. "Interexchange Carrier" or "IXC" traditionally means a provider of stand-alone interexchange telecommunications services. Under the new Act, the term IXC may be interpreted to embrace any competitive intermediary telecommunications carrier providing switched (and/or private line) services between switching entities operated by local exchange service providers (BOC-LEC, Independent-LEC, Competitive-LEC, Wireless-LEC). IXC connectivity is typically an access services arrangement. The use of this term does not preclude the provider from also offering bundled telecommunications services.

37. "Integrated Services Digital Network" or "ISDN" refers to a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice, data, video or multimedia services. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one (1) 16 Kbps data channel (23B + D). Unless identified and priced as "fractional" both BRI and PRI ISDN circuits are assumed to be fully available.

38. "Interim Number Portability" or "INP" refers to the temporary means by which BellSouth allows customers to retain their existing telephone numbers when changing from one local exchange carrier to another. This service provides transparent delivery of Telephone Number Portability ("TNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of call routing, forwarding, and addressing capabilities. The interim nature of these arrangements result from the fact that their performance and cost cannot meet or sustain end-user customer or co-carrier expectations. Standards for permanent number portability will be set by regulatory stricture, and both Parties agree to implementation of permanent number portability at the earliest possible point in time.

39. **"InterLATA Service"** means telecommunications between a point located in one LATA and a point located outside such area.

40. **"Intermediary function"** means the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ACSI; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ACSI to an end user of BellSouth or ACSI.

41. **"IntraLATA Service"** means telecommunications between a point located in one LATA and a point located in the same LATA.

42. **"International Telecommunications Union" or "ITU"** is a United Nations organization which comprises the organization previously known as the CCITT. Open Standards Interconnection (OSI) standards are established by the ITU. Telecommunications Management Network (TMN) standards are a subset of the OSI model. The American National Standards Institute (ANSI) is appointed by the State Department as a U.S. representative to the ITU's ISO.

43. **"Line Side"** refers to local loop interface ports of an end office switch that are programmed to treat the circuit as a local line connected to an ordinary telephone station set.

44. **"Link" or "Loop"** are synonyms for a communications channel or circuit on the line side or the trunk side of the common carrier switching element. This term has been used as a marketing term to refer to an element of "Exchange Service" whereby BellSouth provides transport between the Minimum Point of Entry (MPOE) at an end user premise and the BellSouth wire center from which the transport is extended. The communications channel, circuit or group of channels or circuits which are segmented from a transmission medium that extends from BellSouth's Central office or wire center's Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment, to a demarcation point or connector block in/at a customer's premises. "Links" are communications channels or circuits, which may be provided as 2-wire or 4-wire copper pairs, as radio frequencies or as a channel on a high-capacity feeder/distribution facility so long as all industry standard interface, performance, price, privacy, reliability and other operational characteristics are functionally transparent and are equal to or better than that of dedicated copper pairs. Examples of communications channels or circuits that are "links" or "loops" include, but are not limited to:

45. **"Basic Voice Grade Line/Link/Circuit"** is a basic voice grade line which is a two wire circuit or equivalent voice frequency channel for the transmission of analog signals with an approximate bandwidth of 300 to 3000 Hz (3 KHz analog or 56 Kbps digital (POTS grade, capable of transmitting voice or analog data transmissions up to 28.8 BPS with current generation modems). In addition, Basic Links must meet all RELRA and USF requirements for "basic telephone service" imposed by State and Federal regulatory authorities. Digital signaling, transmission performance and reliability characteristics for basic "link" circuits are a matter of industry standard, having an expected measured loss or gain of approximately +/-6dB, and a signal to noise ratio that does not exceed (fill-in) and capable of supporting fully functional connections for up to 2 miles from the nearest electronic network element. Within the 300 to 3000 Hz range, "Basic Links" will support all

standard signalling arrangements including repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user).

a. "ISDN link/loop/circuit" is an ISDN link which provides a 2-wire ISDN digital circuit connection that will support digital transmission of two 64 Kbps clear channels and one 16 Kbps data channel (2B+D), suitable for provision of BRI-ISDN service. ISDN links shall be provisioned by least cost planning methodologies sufficient to insure industry standard interface, performance, price, reliability and operational characteristics are functionally transparent and are equal to or better than dedicated copper pairs. All things being equal, "Broadband ISDN" is preferred to CO-based ISDN circuits. Unless specifically identified and priced as "fractional" these circuits are assumed to be fully available.

b. "4-Wire DS-1 Digital Grade Links" will support full duplex transmission of isochronous serial data at 1.544 Mbps, and provide the equivalent of 24 voice grade channels. Unless specifically identified and priced as "fractional" these circuits are assumed to be fully available.

46. "Local Exchange Carrier" or "LEC" means any carrier that provides local common carrier telecommunications services to business and/or residential subscribers within a given LATA and interconnects to other carriers for the provision of alternative telecommunications products or services, including, but not limited to toll, special access, and private line services. This includes the Parties to this Agreement. The term "Incumbent-LEC" or "I-LEC" is sometimes used to refer to the dominant LEC for a particular locality (such as BellSouth). Such Incumbent-LECs include both Bell Operating Companies ("BOCs") and non-BOC LECs, which are often referred to as "Independent-LECs." By contrast, new entrants into the local exchange market are sometimes referred to as "Competitive LECs" or "CLECs," or sometimes as "Alternative LECs" or "ALECs."

47. "Local Exchange Routing Guide" or "LERG" means a BellCore Reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designations.

48. "Local Traffic" means telephone calls that originate in one exchange and terminate in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A.3. of BellSouth's General Subscriber Service Tariff.

49. "Local Interconnection" means (1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; (2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and (3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

50. "**Local Interconnection Trunks/Trunk Groups**" means equipment and facilities that provide for the termination of Local Traffic and intraLATA traffic.

51. "**Local Access and Transport Area**" or "**LATA**" means one of 161 contiguous geographic areas established pursuant to the AT&T Consent Decree to define the permitted operating regions of the RBOCs prior to the enactment of the Telecommunications Act of 1996.

52. "**Long Run Incremental Cost**" or "**LRIC**" refers to the costs a company would incur (or save) if it increases (or decreases) the level of production of an existing service or group of services. These costs consist of the costs associated with adjusting future production capacity and reflect forward-looking technology and operations methods.

53. "**MECAB**" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a C-LEC), or by one LEC in two or more states within a single LATA.

54. "**MECOD**" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services—Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report, SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.

55. "**Meet-Point Billing**" or "**MPB**" refers to a mutual compensation arrangement whereby two LECs provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by law, regulatory requirements, this agreement or, where permissible, effective access tariffs. MPB concepts are also incorporated in some LEC-toll (intraLATA) mutual compensation arrangements.

56. "**Multiple Bill/Multiple Tariff method**" means the meet-point billing method where each LEC (or C-LEC) prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided switched Access Service which the LEC (or C-LEC) provides. Bellcore's MECAB document refers to this method as "Multiple Bill/Single Tariff."

57. "**Mutual Traffic Exchange**" means that the sole compensation to a Party for termination of specified categories of traffic shall be the reciprocal services provided by the other Party. Each Party shall bill its own customers for such categories of traffic and retain all revenues resulting therefrom.

58. "North American Numbering Plan" or "NANP" is the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

59. "Network Element" means any facility or equipment used by BellSouth in the provision of Exchange Services, and all features, functions and capabilities that are provided by means of such facility or equipment, including numbering systems, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing or other provision of a telecommunications service.

60. "Network Management Forum" is a consortium of 160 U.S. and international carriers and global alliances, including SITA, Unisource and others. Their objective is to determine specific interoperability needs, so that manufacturers of network management equipment will have the detailed technical specification needed to develop interoperable standards. For the purposes of this Agreement, both Parties agree to accept the NMF standards and solutions for OAM&P interconnections.

61. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A," "B," and "C" digits of each "digit" telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 Possible NXX Codes. At present, there are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAS." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. In some locations, and ultimately with number portability, more than one area code will be associated with many geographic areas. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code) is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAS.

62. "NXX," "NXX Code," "Central Office Code" or "CO Code" is defined by the "D," "E," and "F" digits of a 10-digit telephone number within the North American Numbering Plan. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches, because, in general, this approach did not conflict with geographic numbering except as the CO approached number exhaustion. Where there are multiple COs in the same geographic area, this assignment method must change. With the advent of end-user telephone number portability, the usual one-on-one association on an NXX with an end office switching entity will be severed.

63. "OAM&P" or "Operations, Administration, Maintenance and Provisioning Functions" are those automated and manual functions which insure quality of service and least cost planning, management and operations for telecommunications service providers. These functions, have traditionally been addressed through the user of operations support, decision support and administrative support systems, and are now generally in the process of being integrated under client-server and mainframe network management platforms such as HP's OpenView, IBM's NetView and SUN's various network management product sets.

64. **"OZZ Codes"** define FGD call paths through a LEC's access Tandem Office Switch.

65. **"Percent of Interstate Usage"** or **"PIU"** means a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

66. **"Percent Local Usage"** or **"PLU"** means a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

67. **"Permanent Number Portability"** means the use of a database solution to provide fully transparent TNP for all customers and all providers without limitation.

68. **"Port"** and **"Slot"** are terms used to describe physical interfaces and traffic carriage capacity of some network elements. One "port" is needed for each connection capable of carrying one message into or out of the network element to other network elements. One "slot" is needed within each network element for each message to be handled simultaneously with other messages. Port categories include, but are not limited to:

a. **"2-wire analog line port"** is a line side switch connection employed to provide basic residential and business type analog telephone services.

b. **"2-wire ISDN digital line port"** is a set of Basic Rate Interface (BRI) line side switch connections which actually consists of multiple paths or interfaces to the switching network (2B+D). It is employed to provide residential and business type digital telephone services. The port connections may or may not be the same Central Office switch (network element) that provides analog services. When ISDN is provisioned as "broadband" ISDN through current generation digital switches the cost causation is totally different than when the digital service is provisioned as a set of CO port attachments.

c. **"2-wire analog DID trunk port"** is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk-side services. Each port provisioned permits one simultaneous connection to the customer premises equipment.

d. **"4-wire DS-1 digital DID trunk port"** is a direct inward dialing (DID) trunk side switch connection which is time division multiplexed to provide the equivalent of 24 analog incoming trunk type DID trunk ports.

e. **"4-wire DS-1 digital CBWT trunk port"** is a trunk side switch connection which is time division multiplexed to provide the equivalent of 24 analog incoming trunk ports which may be programmed as DID, CBWT, TIE, or dedicated private trunk circuits.

f. **"4-wire ISDN digital DS-1 trunk port"** is a Primary Rate Interface (PRI) trunk side switch connection which is time division multiplexed to provide the equivalent of 23 digital one or two-way trunk ports and one signalling trunk port (23 B+D), where the B channels can be programmed as digital DID, CBWT, TIE, Private Line or Special Access trunk circuits. The port connections may or may not be the same Central Office switch (network element) that provides analog services.

69. **"Rate Center"** currently refers to a specific geographic point, designated by latitude and longitude, a corresponding V and H coordinate pair, and an associated geographic area which has heretofore been defined by the incumbent LEC industry to be associated with switched message telecommunications services (MTS). Rate centers, sometimes also known as exchange areas, often determine the regions within which particular classes, features, and pricing for exchange services are uniformly administered. Each NPA-NXX code combination is associated with a single rate center, although any one such code may only service a fraction of the rate center area when the rate center areas circumscribes multiple serving wire centers. Where retail MTS services contain a distance sensitive rate element, the valuation of that element utilizes the calculated distance between the V and H coordinate pairs of the originating and terminating rate centers.

70. **"Rating Point"** means the vertical and horizontal coordinates associated with a particular telephone number for rating purposes.

71. **"Routing Point"** traditionally refers to a location which a LEC or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Telecommunications Services provided by the LEC or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. At present, Bellcore Practice BR 795-100-100, places the Routing Point at either an "End Office" location, or a "LEC Consortium Point of Interconnection." According to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. Nothing in this Agreement shall be construed to preclude either Party hereto from establishing its own Routing Points.

72. **"Service Control Point" or "SCP"** is network element of the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real-time processor with a database system that, based on a query from a Service Switching Point ("SSP"), performs software-based common carrier, subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

73. "Signal Transfer Point" or "STP" is a network element (presently a packet switch) that routes signaling messages among Service Switching Points (SSPs), Service Control Points (SCPs), Signaling Points (SPs) and other network elements in order to set up calls and to query databases for digital telecommunications services using CCIS/SS7 and software-based common carrier telecommunications services.

74. "Switched Access Detail Usage Data" shall mean a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

75. "Switched Access Summary Usage Data" shall mean a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

76. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of traffic to or from telecommunications services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.

77. "Synchronous Optical Network" or "SONET" is a set of optical interface standards that allow optical transmission at rates from 51.4 Mbps to 13.22 Gbps. Synchronous optical network standard is an ultra-high-speed, fiber-optic transmission standard developed by Bellcore for large-scale, fiber-based digital transmission networks that use equipment from many different manufacturers. It is the first telecom industry agreement on standardized interfaces between fiber optic transmission systems and is well on the way to becoming an international standard. Because all SONET-compatible devices speak a common language, network administrators will gain network-wide use of advanced operation and maintenance systems, regardless of who made individual network components. The SONET standard is built around a 51.84 Mbps basic communications channel that is multiplexed upward. SONET line-rate standards now include network bandwidths up to 2.488 Gbps, a rate equivalent to 48 basic SONET communications channels. SONET network standards incorporate present-day 1.544 Mbps DS-1 service and 44.6 Mbps DS-3 service as subsets of the 51.84 Mbps SONET basic channel. SONET will eventually become the primary avenue for transporting broadband ISDN services. Major network equipment manufacturers are introducing network products claiming conformity to the SONET standard.

78. "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 or received.

79. "Telecommunications Act of 1996" or "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.*).

80. "Telecommunications Carrier" means any provider of telecommunications services.

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

82. "Telephone Number Portability" or "TNP" is the means by which BellSouth allows customers to retain their existing telephone numbers when changing from one local exchange carrier to another. This service provides transparent delivery of telephone number capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of call routing, forwarding, and addressing capabilities. Permanent number portability standards will be set by regulatory action, and both Parties agree to implementation of permanent number portability at the earliest possible point in time. The performance and cost of permanent number portability meets end-user customer or co-carrier expectations on a sustainable basis. (See also Interim Number Portability and Permanent Number Portability.)

83. "Total Service Long Run Incremental Cost" or "TSLRIC" is the total additional cost incurred by a telecommunications services provider to produce the entire quantity of a service, group of services, or basic network functions, given that the telecommunications services provider already provides all its other services. TSLRIC is based on the least cost, most efficient technology that is capable of being implemented at the time the decision to provide the service is made.

84. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (*i.e.*, 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

85. "Transit Calls" or "Intermediary Function" means intraLATA calls (local and toll) sent between the Parties originating from or terminating to an end user of a third-party LEC, CLEC, wireless provider, or other carrier or calls sent between the Parties destined for or originating from an IXC.

86. "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching elements, and cannot be used for the direct connection of ordinary telephone station sets. Incoming telecommunications services from the trunk to the line-side and for trunk-side-to-trunk side connections within any switching element should experience no less than a P.001 blocking probability in the average peak busy hour of the year, and should meet or exceed this level at all other times. This is a means to ensure that end-to-end blocking, which is cumulative, does not exceed a consistent P.02 for all call types in a multi-carrier network.

87. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of telecommunications services are located. The Parties hereby agree

that interconnection will be available at any wire center which meets any or all legislative, judicial and regulatory eligibility standards for interconnection. Interconnection services and access to these interconnections shall not unreasonably be withheld by either Party on any grounds.

88. "Undefined Terms." The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

ATTACHMENT C-1

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

State(s): All

Rates, Terms and Conditions: In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.

Service: Physical Collocation

Description: Per FCC — (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: In all states, the rates and availability will be as provided in the "rates for Physical Interconnection" tables which follow.

• RATES FOR PHYSICAL INTERCONNECTION

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	Tariff Rates (same as virtual)
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	ICB - See Note 1 Will not be less than \$1800 - not to exceed \$8500 unless HVAC or power plant update. If so, rates to be ICB.
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29,744.00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (same as virtual)
Floor Space	Per square foot, for Zone A and Zone B offices, respectively	Monthly Recurring	\$7.50/\$6.75 See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect, respectively	Monthly Recurring	\$1.20/\$5.00 See Note 4
Cross-Connects	Per DS1/DS3, respectively	Monthly Recurring	\$8.00/\$72.48
Security Escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O), and Premium time (P)	As Required	\$41.00/25.00 B \$48.00/\$30.00 O \$55.00/\$35.00 P

Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested CO

Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square foot for the first 100 square feet and \$242.00 for each additional 100 square feet in the same CO in lieu of space preparation and construction fees. This option does not apply where HVAC, power plant or both, upgrade is required.

Note 3: See attached list for Zone A offices as of May 1996. This list will be amended monthly.

Note 4: Applies when collocator does not supply their own POT bay.

ATTACHMENT C-1 (cont'd)

BellSouth Zone A Offices - as of May 1996

EX = Exempt from Physical

STATE	CITY	OFFICE	CLLI	STATUS
AL	Birmingham	Main & Toll	BRHMALMA	EX
	Montgomery	Main & Toll	MTGMALMT	
	Mobile	Azalea	MOBLALAZ	
FL	Boca Raton	Boca Teaca	BCRTFLBT	
	Fort Lauderdale	Main Relief	FTLDFLMR	
		Cypress	FTLDFLCY	
		Plantation	FTLDFLPL	
	Jacksonville Beach	Main	JCBHFLMA	
	Jacksonville	Arlington	JCVLFLAR	
		Beachwood	JCVLFLBW	
		Clay Street	JCVLFLCL	
		Southpoint	JCVLFLJT	EX
		Normandy	JCVLFLNO	
		Riverside	JCVLFLRV	
		San Jose	JCVLFLSJ	EX
		San Marco	JCVLFLSM	
		Westconnett	JCVLFLWC	
		Mandarin Avenues	MNDRFLAV	EX
		Mandarin Loretto	MNDRFLLO	
	Lake Mary	Lake Mary	LKMRFLMA	EX
	Miami	Grande	MIAMFLGR	
		Palmetto	MIAMFLPL	
		Alhambra	MIAMFLAE	
		Bayshore	MIAMFLBA	
		Metro	MIAMFLME	
	Melbourne	Main	MLBRFLMA	
	Orlando	Magnolia	ORLDFLMA	
		Azalea Park	ORLDFLAP	
		Sand Lake	ORLDFLSL	
		Pinecastle	ORLDFLPC	
		Pinehills	ORLDFLPH	
	West Palm Beach	Annex (Main Annex)	WPBHFLAN	
GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	

ATTACHMENT C-1 (cont'd)

		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPP	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marietta	Marietta Main	MRRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR	EX
		Fern Creek	LSVLKYFC	
		JTown	LSVLKYJT	
		Matthews	LSVLKYSM	
		Third Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemay	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCBO	
		Denta	CHRLNCDE	
		Erwin	CHRLNCER	
		Lake Point	CHRLNCLP	
		Reid	CHRLNCRE	EX

ATTACHMENT C-1 (cont'd)

		University	CHRLNCLN	EX
	Greensboro	Eugene St	GNBONCEU	
	Raleigh	Morgan	RLGHNCMO	
		New Hope	RLGHNCHO	
	Salisbury	Main	SLBRNCMA	
	Winston Salem	Fifth Street	WNSLNCFI	
	Asheville	O'Henry	AHVLNCOH	
SC	Charleston	Dial & Toll	CHTNSCDT	
	Columbia	Senate St	CLMASCSN	EX
		St. Andrews	CLMASCSA	
	Greenville	D&T	GNVLSCDT	
		Woodruff Road	GNVLSCWR	EX
	Spartenburg	Main	SPBGSCMA	
TN	Knoxville	Main	KNVLTNMA	
	Memphis	Bartlett	MMPHTNBA	
		Chickasaw	MMPHTNCT	
		Eastland	MMPHTNEL	
		Germantown	MMPHTNGT	
		Main	MMPHTNMA	EX
		Oakville	MMPHTNOA	
		Southland	MMPHTNSL	
	Nashville	Main & Toll	NSVLTNMT	
		Airport	NSVLTNAP	
		Brentwood	NSVLTNBW	
		Crieve Hall	NSVLTNCH	
		Donelson	NSVLTNDO	
		Inglewood	NSVLTNIN	
		Shamndale	NSVLTNST	
		University	NSVLTNUN	

ATTACHMENT C-2

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises and is rated on a distance sensitive basis. It is engineered to meet the same parameters as a residence or business exchange access line.

BellSouth shall allow ACSI to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth herein:

"2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-2000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Both "pure copper" and "Unintegrated Digital Loop Carrier" (ULDC) systems shall be made available.

"4-Wire Analog Voice Grade Loops" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface. Both "pure copper" and "Unintegrated Digital Loop Carrier" (ULDC) systems shall be made available.

"2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital transmission of two 64 kbps bearer channels and one 16 kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards.

"2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the BellSouth Central Office frame.

"2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are

ATTACHMENT C-2 (cont'd)

available only where existing copper facilities can meet TIEI Technical Report Number 28 specifications.

"4-Wire HDSL-compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI TIEI Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the specifications.

"Integrated Digital Loop Carrier" or "Integrated DLC" is the same as Digital Loop Carrier, except it is not demultiplexed, but instead the DS-1 facilities are directly connected into compatible digital equipment.

Rate(s): **The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.**

Rate Elements	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l
Unbundled Exchange Access Loop	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX
Unbundled Exchange Access IOC									
- Fixed	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A	SXX.X	SXX.XX	N/A
- 1-8 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- 9-25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- Over 25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A

ATTACHMENT C-2 (cont'd)

States):									
- Kentucky				Louisiana			Mississippi		
Rate Elements	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX
Unbundled Exchange Access IOC									
- Fixed	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A
- 1-8 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- 9-25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- Over 25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A

States):									
N. Carolina			S. Carolina			Tennessee			
Rate Elements	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX	SX.XX	SXX.XX	SXX.XX
Unbundled Exchange Access IOC									
- Fixed	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A	SX.XX	SXX.XX	N/A
- 1-8 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- 9-25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A
- Over 25 Miles	SX.XX	N/A	N/A	SX.XX	N/A	N/A	SX.XX	N/A	N/A

ATTACHMENT C-4

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

Rates: The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.

Alabama			Florida		Georgia	
Rate Element	Rate	Per	Rate Element	Rate	Rate Element	Rate
Monthly Residence Port	SX.XX		Monthly Residence Port	SX.XX	Monthly Residence Port	SX.XX
Business Port	SX.XX		Business Port	SX.XX	Business Port	SX.XX
PBX Trunk Port	SX.XX		PBX Trunk Port	SX.XX	PBX Trunk Port	SX.XX
Rotary Service	SX.XX		Rotary Service	SX.XX	Rotary Service	SX.XX
Primary Rate ISDN NAS	SX.XX					
Usage-Mileage Bands						
A (0 miles)	SX.XX	init. min.	Usage-(STS)		Usage-(STS)	
	SX.XX	init. min.	- init. min.	SX.XX	- setup per call	SX.XX
B (1-10 miles)	SX.XX	init. min.		SX.XX	- per minute or	
	SX.XX	init. min.			fraction thereof	SX.XX
C (11-16 miles)	SX.XX	init. min.				
	SX.XX	init. min.				
D (17-22 miles and existing LCA described in A3.6 greater than 22 mi.)	SX.XX	init. min.				
	SX.XX	init. min.				
E (23-30 miles)	SX.XX	init. min.				
	SX.XX	init. min.				
F (31-40 miles)	SX.XX	init. min.				
	SX.XX	init. min.				
G (Special Band)	SX.XX	init. min.				
	SX.XX	init. min.				

ATTACHMENT C-4 (cont'd)

Kentucky

Rate Elements	Rate	Per
Monthly Residence Port	SX.XX	
Business Port	SX.XX	
PBX Trunk Port	SX.XX	
Rotary Service	SX.XX	
Usage-Mileage Bands		
A (0 miles)	SX.XX	init.min.
	SX.XX	addl.min.
B (1-10 miles)	SX.XX	init.min.
	SX.XX	addl.min.
C (Greater than 10 miles Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
D (1-10 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
E (11-16 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
F (17-22 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
G (23-30 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
H (31-40 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.
I (Greater than 40 miles beyond Limited LCA)	SX.XX	init.min.
	SX.XX	addl.min.

Louisiana

Rate Elements	Rate	Per
Monthly Residence Port	SX.XX	
Business Port	SX.XX	
PBX Trunk Port	SX.XX	
Rotary Service	SX.XX	
Usage-Mileage Bands		
0 (0 miles)	SX.XX	init.min.
	SX.XX	addl.min.
A (1-10 miles)	SX.XX	init.min.
	SX.XX	addl.min.
B (11-16 miles)	SX.XX	init.min.
	SX.XX	addl.min.
C (17-22 miles)	SX.XX	init.min.
	SX.XX	addl.min.
D (23-30 miles Basic LCA and Intra Parish Expanded LCA)	SX.XX	init.min.
	SX.XX	addl.min.
E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	SX.XX	init.min.
	SX.XX	addl.min.
F (23-30 miles Inter-Parish Expanded LCA)	SX.XX	init.min.
	SX.XX	addl.min.
G (31-40 miles Inter-Parish Expanded LCA)	SX.XX	init.min.
	SX.XX	addl.min.
H (Greater than 40 miles Inter-Parish)	SX.XX	init.min.
	SX.XX	addl.min.

Mississippi

Rate Elements	Rate	Per
Monthly Residence Port	SX.XX	
Business Port	SX.XX	
PBX Trunk Port	SX.XX	
Rotary Service	SX.XX	
Usage-Mileage Bands		
A (0 miles)	SX.XX	init.min.
	SX.XX	addl.min.
B (1-10 miles)	SX.XX	init.min.
	SX.XX	addl.min.
C (11-18 miles, existing LCA described in A.3.6 greater than 16 miles and calls to county seat greater than 16 miles)	SX.XX	init.min.
	SX.XX	addl.min.
D (17-30 miles)	SX.XX	init.min.
	SX.XX	addl.min.
E (31-55 miles Bilmi LATA)	SX.XX	init.min.
	SX.XX	addl.min.
F (31-55 miles Jackson LATA)	SX.XX	init.min.
	SX.XX	addl.min.
G (56-85 miles Bilmi LATA)	SX.XX	init.min.
	SX.XX	addl.min.

N. Carolina

Rate Elements	Rate
Monthly Residence Port	SX.XX
Business Port	SX.XX
PBX Trunk Port	SX.XX
Rotary Service	SX.XX
Usage-(STS)	
- init.min.	SX.XX
- add'l min.	SX.XX

S. Carolina

Rate Elements	Rate
Monthly Residence Port	SX.XX
Business Port	SX.XX
PBX Trunk Port	SX.XX
Rotary Service	SX.XX
Usage-(STS)	
- Basic Svc. area	SX.XX
- Expanded Svc. area	SX.XX

Tennessee

Rate Elements	Rate	Per
Monthly Residence Port	SX.XX	
Business Port	SX.XX	
PBX Trunk Port	SX.XX	
Rotary Service	SX.XX	
Usage-Mileage Bands		
A (0-16 miles)	SX.XX	
B (17-30 miles)	SX.XX	init.min.
C (> 30 miles)	SX.XX	init.min.

Special Service Requirements:

1. Switching functionalities in the port element include dialtone, screening, recognition of service request, recognition of call-specific information, digit analysis, routing, testing, recordings, signal generation, call completion or handoff, SSP functionality and tables, PIC tables, trunk tables, class of service tables, billing record generation, and AIN tables.
2. ACSI's purchase of the port element for a specific switch avails to it all the features and functionality on that switch.
3. ACSI can interconnect loops from any source to the line port(s) that it purchases on the same terms/conditions/intervals as loops provided by BellSouth.
4. ACSI can use the port element to provide any local exchange service, including switched access services.
5. Optional functionality to support CLASS/Customer Calling features will be included with the port element. No additional charges will apply.
6. Functionality to craft Centrex offerings (call transfer, special dialing, etc.) will be available as part of the port element.

ATTACHMENT C-5

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate(s):

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection	\$155.00	—	—	56 Kpbs facility
CCS7 Signaling Termination	\$355.00	—	\$510.00	STP Port
CCS7 Signaling Usage*	—	\$0.000023	—	Call Set Up Msg.
	—	\$0.000050	—	T-Cap Msg.
CCS7 Signaling Usage Surrogate*	\$395.00	—	—	56 Kpbs facility
*Where signaling usage measurement capability exists, CCS7 Signaling Usage will be billed on a per signaling message basis. Where measurement capability does not exist, CCS7 Signaling Usage will be billed on a per 56 Kpbs facility basis.				

ATTACHMENT C-6

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)-Storage Agreement

Description: The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user or for ACSI NXX's stored in BellSouth's LIDB. BellSouth will store in its database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ACSI's data is used BellSouth will compensate ACSI at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-13 following.

State(s): All

Rate(s): No Charge

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT
FOR RESOLD LOCAL EXCHANGE LINES,
AND SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS

This agreement, effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____ ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with Local Exchange Company's provision (or resale) of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

II. DEFINITIONS

2.01. **Billing number** - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

2.02. **Line number** - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP management.

2.03. **Special billing number** - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

2.04. **Calling Card number** - a billing number plus PIN number assigned by BST.

2.05. **PIN number** - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

2.06. **Toll billing exception indicator** - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

2.07. **Billed Number Screening** - refers to the activity of determining whether a toll billing

2.08. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

2.09. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

3.01. BST include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

(b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24 hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by

Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection cents with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

V. TERMS

This Agreement will be effective as of _____, 1996, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days' written notice to the other Party.

VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuits, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

VIII. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services formed or not performed hereunder, regardless of the cause of such loss or damage.

IX. MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U.S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service mark or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and understandings with respect to the subject matter hereof.

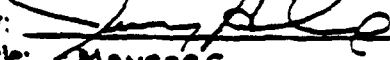
9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

9.06. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 
Title: Manager
Date: July 25, 1996
Address: 29665 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

07 00 96 TUE 15 06 FAX 301 617 4277
07/28/96 THU 13:37 FAX 301 617 4377

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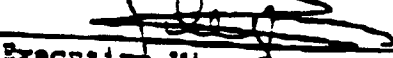
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AMERICAN COMMUNICATIONS SERVICES, INC

By: 
Title: Executive Vice President
Date: July 28, 1996
Address: 131 National Business Pkwy., Suite 100
Annapolis Junction, MD 20701

ATTACHMENT C-7

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(s): All

Rate Elements	Description	Monthly	Non-Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	\$0.00030	--
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB.	\$0.03800	--
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	--	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

ATTACHMENT C-8

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ACSI end user customer.

States(s): All

Rate(s): (1) No charge for ACSI customer primary listings.

(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

Special Requirements: ACSI agrees to execute a directory listing agreement with BAPCO in a form consistent in all material respects with the sample listing agreement attached hereto.

ATTACHMENT C-9

Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ACSI must provide a minimum of two dedicated trunk groups originating from ACSI's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ACSI's point of interface to its serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunications Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rate(s): Will be billed to appropriate municipality.

Special Service Requirements:

1. BellSouth shall provide interconnection to a 911 selective routing switch to route calls from ACSI network to correct the Public Safety Answering Point (PSAP).
2. BellSouth shall identify any special default arrangements and routing arrangements to complete overflow.
3. BellSouth shall specify any requirements for emergency backup numbers in case of massive trunk failures.
4. BellSouth shall provide priority restoration of trunk or network outages on the same terms/conditions it provides itself (and without the imposition of TSP).
5. The Parties agree to develop a mutual aid agreement to assist with disaster recovery.
6. BellSouth shall implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data stored by new entrants is no less than its own data.
7. BellSouth shall provide reasonable advance notification of any pending tandem moves, and scheduled maintenance outages which could affect the provision of 911 service.
8. BellSouth shall establish a process for the management of NPA splits as well as NXX splits sufficient to ensure that the provision of 911 services to ACSI is not adversely affected.

ATTACHMENT C-10

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides dialing instructions, and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama	\$0.06	Per Call Attempt
	Florida	\$0.06	Per Call Attempt
	Georgia	\$0.06	Per Call Attempt
	Kentucky	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	S. Carolina	\$0.08	Per Call Attempt
	Tennessee	\$0.12	Per Call Attempt
Fully Automated Call Handling	All	\$0.15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.			

ATTACHMENT C-11

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: In order to provide customers of the co-carriers access to ubiquitous directory assistance services, whereby they can gain information on all assigned numbers regardless of the exchange service provider, methods and procedures need to be developed to 1) incorporate BellSouth and ACSI customer data into each other's directory assistance databases; 2) provide access to each other database(s) for their customers; 3) to buy and sell companies of each others directory assistance and use.

State(s): All.

Rate(s):

Rate Element	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.	All	\$0.25 per call attempt
Call Completion Access Termination Charge	This charge will be applicable per completed call and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi S. Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.08 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. This charge will be applied per intercept query.	All	\$0.30
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in AXX.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff F.C.C. No. 1.		

Special Service Requirements:

1. DA Service hereunder provides the ability to make ACSI's data available to anyone calling BellSouth's DA, and BellSouth's data available to anyone calling ACSI's DA.

ATTACHMENT C-11 (cont'd)

2. BellSouth shall store proprietary customer information provided by ACSI in its AA database; such information shall be able to be identified by source provider in order to provide the necessary protection of proprietary information.
3. DA Service includes the ability to complete intraLATA, 555 and 411 calls utilizing components of BellSouth's DA network.
4. ACSI may resell BellSouth DA either as part of a bundled ACSI service or independently.
5. ACSI shall be able to buy the components or any combination of components, that comprise the DA Service and package them as required, including:
 - Unbundled Directory Platform (includes operators, switch and LAN)
 - Unbundled Directory Assistance Database Access Service ("DADAS")
 - Unbundled Directory Assistance Database Service ("DADS")

DADAS and DADS will be offered pursuant to the terms of the applicable BellSouth Local Interconnection Services Tariff.
6. There will be no charge for BellSouth storage of ACSI customer information in the Directory Assistance Database.
7. The end-to-end interval for updating database must be the same as provided to BellSouth's end users.
8. BellSouth will provide ACSI with an interface into BellSouth's database for updating and inquiries.
9. Quality standards shall be equivalent to that provided by BellSouth to its own customers.
10. Speed-to-answer times will be equivalent to that provided by BellSouth to its own customers.

Special Service Requirements (cont'd):

11. Dialing parity will be provided, including no unreasonable dialing delays.
12. BellSouth will incorporate ACSI customer data in its DA database via the ordering process specified in its Facilities-Based Ordering Guide ("FBOG").
13. BellSouth's DA database shall be updated and maintained with ACSI data for customers who:
 - Disconnect
 - Change carrier
 - Install
 - "Change" orders
 - Are Non-Published
 - Are Non-Listed
 - Are Non-Published/Non-Listed
14. Each carrier shall bill its own end-users.
15. BellSouth invoices to ACSI for DA Services shall be in a CABS format.
16. The Parties agree to develop reasonable intercompany procedures to correct errors which are identified in the DA database.

ATTACHMENT C-12

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS - Hosting is the Bellcore administered national system used to exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System (NSPRS) described in the attached agreement and Attachment C-13 hereto. BellSouth agrees to provide CMDS/RAO hosting and NSPRS services for ACSI, subject to the terms of this Attachment and Attachment C-14, and subject to execution of a services agreement substantially in the form attached hereto.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

CONTRACT PROVISIONS FOR RAO HOSTING AND NSPRS

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to ACSI. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to ACSI or from ACSI to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service are such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.
- G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (*i.e.*, packed) according to From/To/Bill RAO combinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to ACSI by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 ACSI shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

4.01 Applicable compensation amounts will be billed by BellSouth to ACSI on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTION 5. ASSOCIATED EXHIBITS

5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

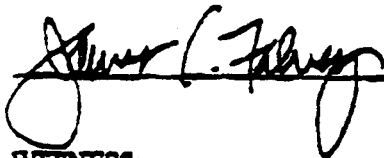
SECTION 6. TERM OF AGREEMENT

6.01 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days' prior notice in writing from either Party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____, 1996.

WITNESS:

ACSI

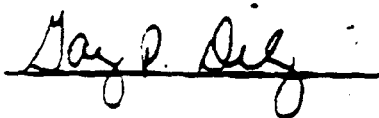


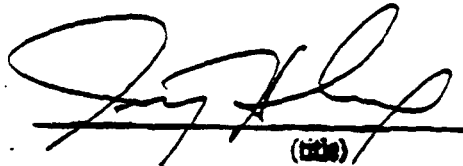
WITNESS:



Riley M. Murphy (title)
Executive Vice President

BELLSOUTH TELECOMMUNICATIONS, INC.




(title)

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to ACSI. As described herein, message distribution service includes the following:
- 1) Message Forwarding to Intraregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
 - 2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on to CMDS.
 - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to ACSI.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from ACSI to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of ACSI and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from ACSI that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from ACSI.
- 2.04 All data received from ACSI that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.
- 2.05 All data received from ACSI that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by ACSI and will forward them to ACSI on a daily basis.
- 2.07 Transmission of message data between BellSouth and ACSI will be via electronic data transmission.

- 2.08 All messages and related data exchanged between BellSouth and ACSI will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 ACSI will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for ACSI to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and ACSI to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ACSI) identified and agreed to, the company responsible for creating the data (BellSouth or ACSI) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.
- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from ACSI, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ACSI of the error condition. ACSI will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ACSI will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide ACSI with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for ACSI, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message \$0.001

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

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and ACSI will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to ACSI the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by ACSI and billed to:
- 1) a BellSouth customer.
 - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages);
 - 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore.
 - 4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
 - 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service [changes] as approved by the authorized state regulatory commission (or municipal regulatory authority).
 - 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
 - 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

- 2.03 ACSI will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:
- 1) BellSouth.
 - 2) another company with the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).
 - 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).
- 2.04 For ICS revenues involving ACSI and other non-BellSouth LECs/ALECs within the state, BellSouth will provide ACSI with monthly reports summarizing the ICS revenues for messages that originated with ACSI and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by ACSI.

SECTION 3. COMPENSATION

- 3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per Message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.066
2) Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
3) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
4) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

ATTACHMENT C-13

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: (1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the Bellsouth region; (2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; (3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements. Subject to the terms hereof and execution of a services agreement substantially in the form attached to Attachment C-12, BellSouth agrees to provide NSPRS services for ACSI.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS — intrastate FL and NC	\$0.066	message
NSPRS — intrastate all other BellSouth states	\$0.05	message
NSPRS — CATS	\$0.05	message
NSPRS — non-conterminous	\$0.16	message

ATTACHMENT D

SERVICE PROVIDER NUMBER PORTABILITY-REMOTE (RCF)

INTERIM COSTS

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Per Number Ported		
- Resident/6 paths	\$1.15	--
- Business/10 paths	\$2.25	--
Each Additional Path	\$0.50	--
Per Order, per end user location	--	None

ATTACHMENT E

Service: Service Provider Number Portability-Direct Inward Dailed (DID)*

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

Interim Rates:

Rate Elements	Alabama				Florida			
	Monthly Recurring	Applied For	Non-Recurring	Applied For	Monthly Recurring	Applied Per	Non-Recurring	Applied For
Per Number Ported-Business	\$0.01	each	\$1.00	each	✓\$0.01	each	\$1.00	each
Per Number Ported-Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	—	—	\$25.00	end user location	—	—	✓\$25.00	end user location
SPNP-DID Trunk Termination	✓\$13.00	trunk	\$160.00	trunk-init.	✓\$15.00	trunk	\$170.00	trunk-init.
			✓\$80.00	trunk-sub			\$86.00	trunk-sub
DS1 Local Channel**	\$133.81	LC	✓\$866.97	LC-First	\$133.81	LC	\$866.97	LC-First
	—	—	✓\$486.83	LC-Add'l	—	—	\$486.83	LC-Add'l
DS1 Dedicated Transport**	\$23.50	per mile	—	—	✓\$16.75	per mile	—	—
	\$90.00	fac. term.	\$100.49	fac. term.	✓\$59.75	fac. term.	\$100.49	fac. term.

*Rates are displayed at the DS1-1.544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunications, Inc.'s Intrastate Access Tariff.

**May not be required if the ALEC is collocated at the ported number end office.

State(s):		Georgia				Kentucky			
Rate Elements	Monthly Recurring	Applied For	Non-Recurring	Applied For	Monthly Recurring	Applied Per	Non-Recurring	Applied For	
Per Number Ported-Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each	
Per Number Ported-Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each	
Per Order	—	—	\$25.00	end user location	—	—	\$25.00	end user location	
SPNP-DID Trunk Termination	\$14.00	trunk	\$165.00 \$83.00	trunk-init. trunk-sub	\$13.00	trunk	\$150.00 \$80.00	trunk-init. trunk-sub	
DS1 Local Channel	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	
DS1 Dedicated Transport	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.	

State(s):		Louisiana				Mississippi			
Rate Elements	Monthly Recurring	Applied For	Non-Recurring	Applied For	Monthly Recurring	Applied Per	Non-Recurring	Applied For	
Per Number Ported-Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each	
Per Number Ported-Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each	
Per Order	—	—	\$25.00	end user location	—	—	\$25.00	end user location	
SPNP-DID Trunk Termination	\$13.00	trunk	\$170.00 \$86.00	trunk-init. trunk-sub	\$13.00	trunk	\$150.00 \$80.00	trunk-init. trunk-sub	
DS1 Local Channel	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	
DS1 Dedicated Transport	\$16.75 \$59.75	per mile fac. term.	— \$100.49	— fac. term.	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.	

State(s):

North
Carolina

South
Carolina

Rate Elements	Monthly Recurring	Applied For	Non-Recurring	Applied For	Monthly Recurring	Applied Per	Non-Recurring	Applied For
Per Number Ported-Business	\$XXX	each	\$XXX	each	\$0.01	each	\$1.00	each
Per Number Ported-Residence	\$XXX	each	\$XXX	each	\$0.01	each	\$1.00	each
Per Order	—	—	\$XXX	end user location	—	—	\$25.00	end user location
SPNP-DID Trunk Termination	\$XXX	trunk	\$XXX	trunk-init.	\$13.00	trunk	\$164.00	trunk-init.
			\$XXX	trunk-sub			\$81.00	trunk-sub.
DS1 Local Channel	\$XXX	LC	\$XXX	LC-First	\$133.81	LC	\$866.97	LC-First
	—	—	\$XXX	LC-Add'l	—	—	\$486.83	LC-Add'l
DS1 Dedicated Transport	\$XXX	per mile	—	—	\$23.50	per mile	—	—
	\$XXX	fac. term.	\$XXX	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

State(s):

Tennessee

Rate Elements	Monthly Recurring	Applied For	Non-Recurring	Applied For
Per Number Ported-Business	\$0.01	each	\$1.00	each
Per Number Ported-Residence	\$0.01	each	\$1.00	each
Per Order	—	—	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$164.00	trunk-init.
			\$83.00	trunk-sub.
DS1 Local Channel	\$133.81	LC	\$866.97	LC-First
	—	—	\$486.83	LC-Add'l
DS1 Dedicated Transport	\$23.50	per mile	—	—
	\$90.00	fac. term.	\$100.49	fac. term.

ATTACHMENT F

BLANKET AGENCY AGREEMENT LETTER

I am an official of American Communications Services, Inc. ("ACSI") and am authorized to commit my company to the conditions stated herein:

1. ACSI will not submit any requests or inquiries for Resale or Facility Based local service provisioning under Blanket Agency Agreement procedures to BellSouth for which it does not have proper authorization from the End User upon whose behalf service is offered.

2. ACSI will instruct its End Users to deal directly with ACSI on all inquiries concerning the Local Service. This may include, but is not limited to, billing, repair, directory listings, and number portability.

3. ACSI is authorized to release all information regarding the End User's local service to BellSouth.

4. In the event that an End User successfully challenges action taken by BellSouth as a result of the above mentioned service request, ACSI will indemnify and hold harmless BellSouth for any reasonable damages or losses, resulting from ACSI's preparation and submission of service requests for which it did not have proper End User authorization.

5. In the event that an End User successfully challenges billing which resulted from local service requests submitted to BellSouth by ACSI under this Blanket Agency Agreement, then ACSI will indemnify and hold harmless BellSouth for any reasonable damages, losses, and costs, if any, arising from BellSouth provisioning and maintenance of the End User's local service due to errors in the ordering of said service by ACSI.

6. In the event that an End User disputes actions taken by ACSI as a result of a submission by ACSI of a service request for disconnection or termination of a previously submitted local service request for which it did not have proper End User authorization, then ACSI will indemnify and hold harmless BellSouth for any reasonable damages, losses, and costs, if any, resulting from said dispute.

7. This Agreement shall continue in effect unless cancelled by prior written notice by ACSI or BellSouth thirty (30) days' prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Blanket Agency Agreement.

[Signed]

**Agreement Between BellSouth Telecommunications, Inc. and
American Communication Services, Inc. Regarding The Sale of BST's Telecommunications Services
to Reseller For The Purposes of Resale**

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BellSouth or Company"), a Georgia corporation, and American Communications Services, Inc. ("Reseller"), a Delaware corporation, on behalf of its operating subsidiaries and shall be deemed effective as of December 20, 1996.

WITNESSETH

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

WHEREAS, Reseller is a alternative local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky
Louisiana, Mississippi, South Carolina and Tennessee

_____ ; and

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

I. Term of the Agreement

A. The term of this Agreement shall be six months beginning December 20, 1996 and shall apply to all of BellSouth's serving territory as of January 1, 1996, in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee.

B. This Agreement shall be automatically renewed for successive six month periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 30 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

A. **CUSTOMER CODE** means the three digit number following a customer's telephone number as shown on the customer's bill.

B. **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as toll, directory assistance, etc.

- C. **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.
- D. **END USER** means the ultimate user of the telecommunications services.
- E. **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.
- F. **NEW SERVICES** means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- G. **OTHER LOCAL EXCHANGE COMPANY (OLEC)** means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- H. **RESALE** means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- I. **RESALE SERVICE AREA** means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

III. General Provisions

- A. Reseller may resell the tariffed local exchange and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g., education institution discount) and discounted services to meet competitive situation.
- B. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.
- C. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.
- D. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.
- E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

- F. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.
- G. Reseller shall not interfere with the right of any person or entity to obtain service directly from the Company.
- H. The current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. The Company will not, however, make the end user's previous telephone number available to Reseller until the end user's outstanding balance has been paid. If Reseller requests service for an end user that has been denied service or disconnected for non-payment by BellSouth, and the end user still has an outstanding balance with the Company, the Company will establish service for that end user through Reseller. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth, has been temporarily suspended for nonpayment and subject to complete disconnection.
- I. Telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, on a nondiscriminatory basis. Notice shall be provided to Reseller within 90 days or as soon as practicable.
- J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.
- K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- M. The Company can refuse service when it has grounds to believe that service will be in violation of the law.
- N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.
- O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.
- P. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:
1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

2. Cause damage to the Company's plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by it.

R. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.
4. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.
5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be

immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at the rate of 0.000590 per day, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

6. The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditor's on a reasonable basis. The Company shall bear the cost of said audit.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariff. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. Reseller may resell services only within the specific resale service area as defined in its certificate.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. Maintenance of Services

A. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

B. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

C. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.

D. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users.

E. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.

F. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

G. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail residential and/or business customers (as applicable) for the same services.

H. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

B. Service orders will be in a standard format designated by the Company.

C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41
(b) each Public or Semi-Public line	\$34.19

G. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already

been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

H. Such deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements if Reseller is consistently late in payment of its bills, but the Company shall in no event, exercise this right in addition to demanding advance payments.

K. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

L. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company, or
2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Until such time as the Company receives permission from the FCC to bill the End User Common Line (EUCL) charge to Reseller, the Company will, on an interim basis, bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	Monthly Rate
1. Residential	
(a) Each Individual Line or Trunk	\$3.50
2. Single Line Business	
(b) Each Individual Line or Trunk	\$3.50
3. Multi-line Business	
(c) Each Individual Line or Trunk	\$6.00

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

N. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon Reseller.

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.

2. At the request of Reseller, the Company will disconnect a Reseller end user customer.

3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.

5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

The liability and indemnification obligations of the parties shall be as set forth in Section XXI of the Interconnection Agreement executed between ACSI and BellSouth on July 25, 1996 and is hereby incorporated herein by this reference.

X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible forms and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the applicable state Public Service 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 a Public Service Commission concerning this Agreement.

XII Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV 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.

XV 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.

XVI Notices

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

BellSouth Telecommunications, Inc.

Reseller

**OLEC Account Team
3535 Colonnade Parkway
Room E4E1
Birmingham, Alabama 35243**

**Riley M. Murphy, Esq. - General Counsel
American Communications Services, Inc.
131 National Business Parkway, Suite 60
Annapolis Junction, Maryland 20701**

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

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered.

by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XVII. The terms and conditions of this Agreement shall not limit or apply to other services, such as interconnection or unbundled network elements, that Reseller purchases from the Company.

XVIII. Most Favorable Provisions

Article XXII, "Most Favorable Provisions," of the Interconnection Agreement between ACSI and BellSouth dated July 25, 1996 is hereby incorporated herein by this reference.

XIX. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XX. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing party.

XXI. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and 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.

BellSouth Telecommunications, Inc.

BY: 
Signature

NAME: Jerry D. Hendrik
Printed Name

TITLE: Director

Reseller

BY: 
Signature

NAME: Riley M. Murphy
Printed Name

TITLE: Executive Vice President

EXHIBIT "A"

APPLICABLE DISCOUNTS

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

<u>STATE</u>	<u>RESIDENCE</u>	<u>DISCOUNT</u>	<u>BUSINESS</u>
ALABAMA	10%		10%
FLORIDA*	21.83%		16.81%
GEORGIA	20.3%		17.3%
KENTUCKY*	19.2%		19.2%
LOUISIANA*	20.72%		20.72%
MISSISSIPPI	9%		8%
NORTH CAROLINA	13%		9%
SOUTH CAROLINA	10%		9%
TENNESSEE*	16%		16%

*These discounts shall become effective upon final resolution of the orders of these respective commissions in arbitration and resale dockets.

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN ACSI AND
BELLSOUTH TELECOMMUNICATIONS DATED JULY 25, 1996

Pursuant to this Agreement (the "Amendment"), American Communications Services, Inc., on behalf of its local exchange operating subsidiaries (collectively "ACSI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 25, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACSI and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will provide and ACSI will accept and pay for (1) loops, (2) loop cross-connections and (3) loop channelization in accordance with the schedule of prices set forth in Attachment C-2 to this Amendment which is incorporated herein by reference, in and for the states reflected on Attachment C-2.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by a final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up", the Parties agree that the body having jurisdiction over the matter for the affected states

shall be called upon to resolve such differences, or that they will submit the matter to commercial arbitration in accordance with the terms contained in Section XXV of the Interconnection Agreement.

3. The Parties agree that they may continue to negotiate as appropriate in an effort to obtain final prices for each of these items, but in the event that no such agreement is reached within six (6) months of this Amendment (which time can be extended by mutual agreement of the Parties) either party may petition the public service commission or other regulatory body of the State whose rates are in dispute to resolve such disputes and to determine final rates for each of the items covered by this Amendment. Alternatively, upon their mutual agreement, the parties may submit the matter to commercial arbitration in accordance with the terms contained in Section XXV of the Interconnection Agreement.

4. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which ACSI and BellSouth are entitled to be full parties to the proceeding.

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252 (d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.

(c) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any are required by said final order, shall form the basis of any "true-up."

5. - The Parties further agree that the rates for number portability identified in Attachment D to the Interconnection Agreement will be retroactively "trued-up" to the effective date of the Interconnection Agreement in the event that different rates for number portability are established by mutual agreement of the parties, regulatory action, judicial order, or by selection of a lower rate for number portability pursuant to the "most favorable provisions" contained in Section XXII of the Interconnection Agreement.

6. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 25, 1996, shall remain in full force and effect. Nothing in this Amendment shall in any way limit ACSI's ability to select substitute rates for local loops, loop cross connects, loop channelization, or number portability pursuant to the terms of Section XXII of the Interconnection Agreement relating to "most favorable" treatment.

7. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this amendment, for approval subject to Section 252 (e) of the federal Telecommunications Act of 1996.

8. ACSI agrees to withdraw its pending arbitration petitions under the Telecommunications Act of 1996 in all BellSouth states as soon as practical.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

AMERICAN COMMUNICATIONS
SERVICES, INC.

By: 

DATE: October 17, 1996

BELLSOUTH
TELECOMMUNICATIONS,
INC.

BY: 

DATE: October 17, 1996

ATTACHMENT C-2

[The chart included below hereby replaces the table included on pages 2-3 of Attachment C-2 to the Interconnection Agreement. The service description contained in Attachment C-2 to the Interconnection Agreement is expressly retained.]

States: Alabama Florida Georgia Kentucky

Rate Elements	Alabama Monthly	Alabama Nonrecurring *	Florida Monthly	Florida Nonrecurring *	Georgia Monthly	Georgia Nonrecurring *	Kentucky Monthly	Kentucky Nonrecurring *
Unbundled Exchange Access Loop **								
2-Wire Analog	\$18.00	\$55.20	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
4-Wire Analog	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
2-Wire ADSL/HDSL	\$18.00	\$55.20	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
4-Wire HDSL	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
2-Wire ISDN Digital	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.00	\$27.20	\$58.40
Cross-Connects								
2-Wire Analog	\$0.30	\$18.40	\$0.30	\$15.20	\$0.30	\$12.60	\$0.30	\$18.00
4-Wire Analog	\$0.50	\$18.40	\$0.50	\$15.20	\$0.50	\$12.60	\$0.50	\$18.00
Loop Channelization								
Equipment	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00
Per Line	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by ACSI is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to ACSI in accordance with the corresponding rates specified above.

ATTACHMENT C-3

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description: This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ACSI's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff for non-collocated ACSIs.

Rates: The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.

Rate Elements	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$X.XX	\$XX.XX	N/A	\$X.XX	\$XX.XX	N/A	\$X.XX	\$XX.XX	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX

Rate Elements	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$X.XX	\$XX.XX	N/A	\$X.XX	\$XX.XX	N/A	\$X.XX	\$XX.XX	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX

Rate Elements	N. Carolina			S. Carolina			Tennessee		
	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l	Monthly	Nonrecurring Charges First	Nonrecurring Charges Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$X.XX	\$XX.XX	N/A	\$X.XX	\$XX.XX	N/A	\$X.XX	\$XX.XX	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX	\$X.XX

ATTACHMENT C-4

Unbundled Products and Services and New Services

ATTACHMENT C-4 (cont'd)

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

Rates: The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.

Alabama			Florida		Georgia	
Rate Elements	Rates	Per	Rate Elements	Rate	Rate Elements	Rate
Monthly			Monthly		Monthly	
Residence Port	\$X.XX		Residence Port	\$X.XX	Residence Port	\$X.XX
Business Port	\$X.XX		Business Port	\$X.XX	Business Port	\$X.XX
PBX Trunk Port	\$X.XX		PBX Trunk Port	\$X.XX	PBX Trunk Port	\$X.XX
Rotary Service	\$X.XX		Rotary Service	\$X.XX	Rotary Service	\$X.XX
Primary Rate ISDN NAS	\$X.XX					
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$X.XX	init. min.	- init. min.	\$X.XX	- setup per call	\$X.XX
B (1-10 miles)	\$X.XX	init. min.	- add'l min.	\$X.XX	- per minute or	
C (11-16 miles)	\$X.XX	init. min.			fraction thereof	\$X.XX
D (17-22 miles and existing LCA described in A3.6 greater than 22 mi.)	\$X.XX	init. min.				
E (23-30 miles)	\$X.XX	init. min.				
F (31-40 miles)	\$X.XX	init. min.				
G (Special Band)	\$X.XX	init. min.				

CLEC NAME: e.spire Communication, Inc. (Formerly ACSI)

Check one:

Standard Interconnection Agreement (includes provisions for
 Interconnection, Resale, Physical Collocation)
 Non-Standard Interconnection Agreement **Interconnection Amendment**
 Resale Agreement **Resale Amendment**
 Physical Collocation Agreement **Physical Collocation Amendment**
 CMRS Agreement **CMRS Agreement**
 Paging Agreement **Paging Amendment**

Check one: **New** **Renegotiated**

Please enter effective date of agreement/amendment: December 21, 1998

If an amendment, please enter effective date of original agreement: July 25, 1996

Check appropriate states below:

AL **FL** **GA** **KY** **LA** **MS**
 NC **SC** **TN** **ALL BST STATES**

Provide Brief Synopsis of Agreement (to include significant provisions/changes):

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth is filing an executed amendment to the Interconnection Agreement between BellSouth Telecommunications, Inc. and e.spire Communications, Inc. (formerly known as American Communications Services, Inc.)

This amendment to the Interconnection Agreement establishes the rates, terms and conditions for the interconnection of Frame Relay services between BellSouth and e.spire.

Check One:

BST to File with Commission **CLEC to File with Commission**

Provide Any Special Filing Instructions:

Negotiator Name: Pat Finlen

Telephone No: 404 927-8389

01/26/98

SECOND AMENDMENT

TO INTERCONNECTION AGREEMENT BETWEEN AMERICAN COMMUNICATIONS SERVICES, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 25, 1996

Communications

Pursuant to this Agreement ("the Amendment"), e●spire¹ Inc. ("e●spire"), formerly known as American Communications Services, Inc. and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby amend that certain Interconnection Agreement between the Parties dated July 25, 1996 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, e●spire and BellSouth hereby covenant and agree as follows:

1. Article V of the Agreement is hereby modified to include the following:
 - C.5. Attachment C-14 of this Agreement contains the Rates, Terms and Conditions for local interconnection of Frame Relay services.
2. Attachment C-14, shown here as Exhibit A, is hereby incorporated herein by reference to the Agreement.
3. The Parties agree that all of the other provisions of the Agreement, dated July 25, 1996, shall remain in full force and effect including any amendments thereto. Nothing in this Amendment shall in any way limit e●spire's ability to select a substitute Local Interconnection of Frame Relay service arrangement pursuant to the terms of Section XXII of the Agreement relating to "more favorable" treatment.
4. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

e●spire, Inc.

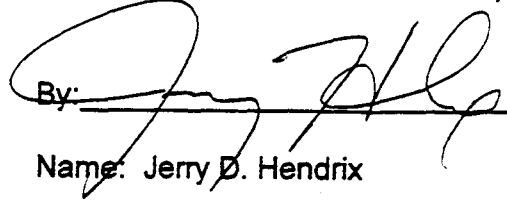
By: _____

Name: _____

Title: _____

Date: _____

BellSouth Telecommunications, Inc.

By:  _____

Name: Jerry D. Hendrix

Title: Director-Interconnection
Services/Pricing

Date: 12/21/98 _____

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

e●spire, Inc.

Communications

By: _____

Name: Riley M. Murphy
~~Executive Vice President~~
Secretary

Title: _____

Date: 12-16-98

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry D. Hendrix

Title: Director-Interconnection
Services/Pricing

Date: _____

Attachment C-14

A. Frame Relay Service Traffic

The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which e•spire is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between e•spire and BellSouth Frame Relay Switches in the same LATA.

A.1 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually-agreed upon Frame Relay Service point(s) of interconnection ("POIs") within the LATA.

A.1.1 Upon the request of either Party, such interconnection will be established where BellSouth and e•spire have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in the central office of a Party, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

A.1.2 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay Trunks between the respective Frame Relay switches and the POIs.

A.1.3 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use ("PLCU") factor PLCU, determined as follows:

- (i) Frame Relay framed packet data is transported within Virtual Circuits ("VC"). For the purposes of calculating the PLCU, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- (ii) If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA.

- (iii) The PLCU shall be determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility at the end of the reporting period. The Parties agree to renegotiate the method for determining PLCU, at either Parties' request, and within 90 days, if either Party notifies the other that it has found that this method does not adequately represent the PLCU.
- (iv) If there are no VCs on a facility when it is billed, the PLCU will be zero.

A.2 BellSouth will provide the Frame Relay Trunk(s) between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and e●spire will pay, the total non-recurring and recurring charges for the trunk facility. e●spire will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the trunk facility by one-half of e●spire's PLCU.

A.2.1 If e●spire requests interconnection outside the serving area in which the POI is located, then e●spire may, at its option, purchase facilities and transport between Frame Relay Network Serving areas, as defined in Section A40 of the General Subscriber Service Tariff, according to the rates, terms and conditions of the applicable tariff General Subscriber Service Tariff for that state.

A.3 Each Party will provide a Frame Relay network-to-network interface ("NNI") port to the other Party for each trunk facility provided pursuant to A.2, above. Compensation for NNI ports shall be based upon the NNI rates set forth in the BellSouth F.C.C Tariff No. 1. Pursuant to that tariff, e●spire may select a month-to-month or term rate structure for the NNI ports BellSouth provides to e●spire. Whatever rate structure e●spire selects shall be deemed to be the same rate structure that applies to the NNI port e●spire provides to BellSouth. There shall be no termination liability to either party for the local portion of the NNI port as determined by the e●spire PLCU at the time of termination.

A.4 Compensation for the NNI ports shall be calculated as follows:

A.4.1 For NNI ports provided by BellSouth to e●spire, BellSouth will invoice, and e●spire will pay, the total non-recurring and recurring charges for the NNI port. e●spire will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by one-half of e●spire's PLCU.

A.4.2 For NNI ports provided by eospire to BellSouth, eospire will invoice, and BellSouth will pay, the total non-recurring and recurring charges for the NNI port. BellSouth will then invoice, and eospire will pay, an amount determined as follows: eospire's combined interLATA and local usage will be calculated by subtracting one-half of eospire's PLCU factor from one hundred percent. The difference will then be multiplied by the total charges initially billed by eospire for the NNI port. BellSouth will then invoice, and eospire will pay, this amount to BellSouth.

A.5 A Permanent Virtual Circuit ("PVC") is a logical channel from a frame relay network interface (e.g., NNI or User Network Interface) to another frame relay network interface. A PVC is created when a Data Link Channel Identifier ("DLCI") is mapped together with another DLCI. Neither Party will charge the other Party any DLCI or Committed Information Rate ("CIR") charges for the PVC from its Frame Relay switch to its own subscriber's premises.

A.6 For the PVC between the eospire and BellSouth Frame Relay switches, compensation for the DLCI and CIR charges are based upon the rates in the BellSouth FCC Tariff No. 1. Compensation for PVC and CIR rate elements shall be calculated as follows:

A.6.1 For PVCs between the BellSouth Frame Relay switch and the eospire Frame Relay switch, BellSouth will invoice, and eospire will pay, the total non-recurring and recurring DLCI and CIR charges. If the VC is a Local VC, eospire will invoice and BellSouth will pay, 100% of the DLCI and CIR charges initially billed by BellSouth for that PVC. If the VC is not local, no compensation will be paid to eospire for the PVC.

A.6.2 Each Party will compensate the other Party for any applicable Feature Change or Transfer of Service Charges as set forth in BellSouth's Tariff F.C.C. No. 1. A.6.3. The Parties agree to limit the sum of the CIR for the VCs on a given NNI port to not more than two times the port speed.

A.7 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to

the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariffs.

A.8 Until such time as BellSouth obtains authority to provide in-region, interLATA service, eospire will identify and report its PLCU to BellSouth on a quarterly basis.

A.9 Either Party may request a review or audit of the various service components, including but not limited to a Party's determination of its PLCU, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

A.10 If during the term of this Agreement, BellSouth obtains authority to provide in-region, interLATA service, the Parties shall renegotiate the provisions of A.2, A.4, A.6 and A.8 to account for BellSouth's PLCU. In the event the parties are unable to reach agreement within one hundred eighty (180) days of the date BellSouth receives interLATA authority, the matter shall be resolved pursuant to the dispute resolution provisions set forth in the Interconnection Agreement.

THIRD AMENDMENT

TO INTERCONNECTION AGREEMENT BETWEEN AMERICAN COMMUNICATIONS SERVICES, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 25, 1996

Pursuant to this Agreement ("the Amendment"), e●spire Communications, Inc. ("e●spire"), formerly known as American Communications Services, Inc. and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby amend that certain Interconnection Agreement between the Parties dated July 25, 1996 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, e●spire and BellSouth hereby covenant and agree as follows:

1. Trunking Options. Each of the following trunking arrangements shall be available at e.spire's option, unless BellSouth demonstrates, consistent with objectively verifiable engineering standards, that such arrangement is not technically feasible. In Florida and Georgia when e.spire utilizes multiple tandem access, transport and termination of local traffic carried over that trunking arrangements will be billed by BellSouth at the rates established Exhibit A of this amendment, subject to the provisions of Section XVII of the Agreement. e.spire will not bill BellSouth at these rates but will continue to bill BellSouth for the transport and termination of local traffic at what it believes is the appropriate rate for local interconnection, subject to the provisions of Section XVII of the Agreement. BellSouth, by this Amendment, in no way recognizes the validity of rates currently billed by e.spire for the transport and termination of local traffic.

1.1 Two-Way Trunks. This trunk group shall combine BellSouth's terminating traffic to e.spire and e.spire's terminating traffic to BellSouth onto one trunk group. This arrangement is a substitute for e.spire's one-way trunk group to BellSouth and BellSouth's one-way trunk group to e.spire for terminating traffic. e.spire may order this trunk group to any switch in the BellSouth network, including end office switches.

1.2 Super Group. This trunk group shall combine the trunk group(s) terminating BellSouth's traffic to e.spire and e.spire's terminating traffic to BellSouth, together with the two-way trunk group that allows BellSouth to provide an intermediary switching functionality, whereby ALECs can route calls from the network of other ALECs, IXCs, ITCs, Wireless Carriers, etc., on a single two-way trunk group. e.spire may order this trunk group to any switch in the BellSouth network which has recording capability.

Florida

UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	\$0.000012
Common (Shared) Transport Facilities Termination per mou	\$0.0005
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$6.013
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$99.79
NRC - 1 st	\$45.91
NRC - Add'l	\$44.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA

Exhibit A
State-FL

NRC - 1 st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	\$44.35
NRC - 1 st	\$246.50
NRC - Add'l	\$230.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS3	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order- 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	\$.002
Tandem Switching, per mou	\$.00029
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated

Exhibit A
State-FL

	transport apply as appropriate
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	\$.00125
Combined Tandem Switch Interconnection	\$.00325
Multi-tandem Interconnection	NA

Georgia

UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	\$.000008
Common (Shared) Transport Facilities Termination per mou	\$.0004152
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	\$.0222
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	\$17.07
NRC - 1 st	\$79.61
NRC - Add'l	\$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	\$.0222
Interoffice Transport - Dedicated - DS0 - facilities termination per month	\$16.45
NRC - 1st	\$79.61
NRC - Add'l	\$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$.4523
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$78.47
NRC - 1st	\$147.07
NRC - Add'l	\$111.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA

Exhibit A
State-GA

NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	\$13.91
NRC - 1st	\$362.95
NRC - Add'l	\$62.40
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	\$14.99
NRC - 1st	\$368.44
NRC - Add'l	\$64.05
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	\$38.36
NRC - 1 st	\$356.15
NRC - Add'l	\$312.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	\$44.22
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS3	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order- 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	\$.0016333
Tandem Switching, per mou	\$.0006757
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/co mmon and

**Exhibit A
State-GA**

	dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA

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11/15/06
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ANNEX 314

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES ANNEX

Effective: April 20, 1998

This Annex between BellSouth Telecommunications, Inc., a corporation under the laws of the state of Georgia (herein called BellSouth), and AMERICAN COMMUNICATIONS SERVICES INC, a corporation under the laws of the state of KENTUCKY, herein called the Competitive Local Exchange Carrier (CLEC), sets forth the terms and conditions under which Calling Name Delivery (CNAM) Database Services will be provided by BellSouth to the CLEC.

1.00

DEFINITIONS

For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides the CLEC the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTS (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.00 SCOPE OF ANNEX

This Annex will cover the terms and conditions and the various scenarios for which BellSouth will provide to the CLEC access to the BellSouth CNAM SCP for query or record storage purposes.

3.00 PHYSICAL CONNECTION AND COMPENSATION

BellSouth's provision of CNAM Database Services to the CLEC requires interconnection from the CLEC's operating area to a BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established by mutual agreement between BellSouth and the CLEC. The associated compensation shall be described in Exhibit A included in and made a part of this Annex.

In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, the CLEC must provide its own CNAM SSP. The CLEC CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

If the CLEC elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that the CLEC desires to query.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

The mechanism to be used by the CLEC for initial CNAM record load and/or updates shall be determined on an individual company basis. The initial load and all updates shall be provided by the CLEC in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls.

Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

5.00 MODIFICATION AND COMPLIANCE

Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

6.00 TERM OF ANNEX

This Annex and its Exhibits shall remain in effect until canceled by either party with or without cause upon giving the other party three months written notice thereof, subject to termination liability as reflected in individual Exhibits, Supplements or Attachments made a part of this Annex.

Cancellation of the entire Annex will include cancellation of all Exhibits, Supplements, and Attachments thereof; however, such cancellation shall not negate any termination liability specified in individual Exhibits, Supplements or Attachments.

7.00 PROTECTION OF PROPRIETARY INFORMATION

Each party agrees to protect the proprietary information entrusted to it by the other party. Such proprietary information shall include this Annex and its Exhibits, Supplements and Attachments, and shall be held in confidence by the receiving party and only be disclosed to those employees, contractors or agents who have a

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need for it in order to provide telecommunications services required to fulfill this Annex and its Exhibits. BellSouth agrees to use the customer names and numbers provided by the CLEC for the purposes of Customer Name Delivery Database Services only.

Any proprietary information that is furnished to either party shall be clearly marked as proprietary and shall be treated as such by the receiving party. Such information shall remain the property of the originating party and shall be returned upon request.

Each party agrees to give immediate notice to the other party of any legal demands to disclose proprietary information prior to disclosing such information.

CLEC CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulations on privacy treatment.

8.00

INDEMNIFICATION

To the extent not prohibited by law, BellSouth and the CLEC agree to indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services and facilities, or the other party's provision of services and facilities to the indemnifying party, under this Annex; provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services or facilities under this Annex shall be limited as otherwise specified in this Annex. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand tendered to it in writing, and for which it has failed to assume such defense.

BellSouth and the CLEC agree with respect to services and facilities provided hereunder, to indemnify and save the other party harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) that may be made by persons furnished by the other party or by any of its subcontractors, under Worker's Compensation or similar statutes. BellSouth and the CLEC agree to defend any such suit brought

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against the non-owner for any such liability, claim or demand. Each party agrees to notify the other party promptly, in writing, of any claims or demands for which it is claimed that the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.

No claims or adjustments of such charges, or any other claims with respect to this Annex may be made more than two years after the date of the event that gave rise to the claim, except where such limitations are contrary to law; provided, however, that claims for indemnity under this section may be made within two years of the commencement of the proceeding on the cause of action for which indemnity is sought, except where such limitations are contrary to law.

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be signed by duly authorized officers this 20th day of April, 1998.

WITNESS:

[Signature]

American Communications Services, Inc. (ACSZ)

BY: [Signature]

TITLE: Director, Inter-Company Coordination

WITNESS:

[Signature]

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: [Signature]

TITLE: Director

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EXHIBIT A

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES COMPENSATION

Effective: April 20, 1998

Attached to and made part of the Calling Name Delivery Database Services Annex 314.

The following recurring flat rate will be the charge for access to the BellSouth CNAM SCP:

\$50.00 per 1,000 access lines per month

The access line count is determined by the number of working access lines in every switch in which the CNAM capability is installed.

The recurring flat rate will convert to a per query usage rate once query usage measurement capability becomes available.

A non-recurring fee of \$595.00 is applicable when the CLEC uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database.

Executed this 20th day of April, 1998.

WITNESS:

Robert E. Ruff

American Communications Services, Inc. (ACSI)

BY: Joe Starnace

TITLE: Director, Inter-Company Coordination

WITNESS:

Diana Barker

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: Jay J. [Signature]

TITLE: Director

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Agreement, effective as of April 20, 1998, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and American Communications Services Inc. (ACSI) ("Local Exchange Company"), a Kentucky corporation. their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

ORIGINAL

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users.

Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of April 20, 19 98, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or

demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks

therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

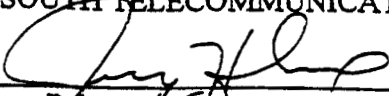
E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

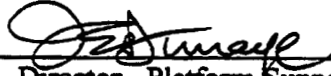
G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 
Title: Director
Date: 4/20/98
Address: 34591 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

THE LOCAL EXCHANGE COMPANY

By: 
Title: Director - Platform Support
Date: March 31, 1998
Address: 131 National Business Parkway
Annapolis Junction, MD 20701

FOURTH AMENDMENT
TO INTERCONNECTION AGREEMENT BETWEEN
e•spire COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JULY 25, 1996

WHEREAS, e•spire and BellSouth had agreed to settle the arbitration proceedings concerning their replacement interconnection agreements currently pending in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee by the following amendment to the existing contract: and

WHEREAS, BellSouth agrees to extend the existing agreements in all eight states, subject to this amendment, with the applicable rates, terms and conditions contained herein, in exchange for e•spire's withdrawal of the arbitration petition;

WHEREAS, the parties acknowledge that their agreement to extend the interconnection agreements is dependent upon all of the rates, terms and conditions in the interconnection agreements in their entirety, as each is interdependent upon the others;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, e•spire and BellSouth hereby covenant and agree as follows:

Pursuant to this Agreement ("the Amendment"), e•spire Communications, Inc. ("e•spire"), formerly known as American Communications Services, Inc., and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby amend that certain Interconnection Agreement between the Parties dated July 25, 1996 ("Agreement"), as amended by the First, Second and Third Amendments executed by the Parties prior to the date of this Amendment.

1. The first paragraph of the preamble to the Interconnection Agreement is deleted in its entirety and the following is substituted in its place:

Pursuant to this Interconnection Agreement (Agreement), e•spire Communications, Inc. on behalf of its local exchange operating subsidiaries identified on Attachment A as it shall be amended from time to time (collectively, "e•spire") and BellSouth Telecommunications, Inc. ("BellSouth") (collectively, "the Parties") agree to extend certain interconnection arrangements to one another within each LATA in which they both operate. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties which the Parties believe is not inconsistent with Section 251, 252, and 271 of the Telecommunications Act of 1996.

2. The Interconnection Agreement and all of its amendments are hereby amended to replace every occurrence of "American Communications Services, Inc." or "ACSI" with "e•spire Communications, Inc." and "e•spire," respectively.

3. Article XVII shall be deleted in its entirety and shall be replaced with the following:

XVII. TERM

- A. The term of this Agreement will be from September 1, 1996 to December 31, 1999.
- B. The Parties agree that by no later than July 1, 1999, they shall commence negotiations with regard to the terms, conditions, and prices of local interconnection to be effective beginning January 1, 2000.
- C. If, within 135 days of commencing the negotiation referred in Section XVII.B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the state commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that 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 local interconnection and/or resale arrangements 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. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.
- D. The Parties agree that (1) if the FCC or a state commission or other state or local body having jurisdiction over the subject matter of this Agreement finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations promulgated, or (2) if an FCC or state commission order or requirement has the effect of preempting any term of this Agreement, then in the event of the occurrence of (1) or (2) the Parties shall immediately commence good faith negotiations to conform this Agreement with any such decision, rule, or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or state commission action giving rise to such negotiations. The Parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date.

4. Paragraph 2, 3, 4 and 5 of the amendment to the Interconnection Agreement executed by the Parties and dated October 17, 1996 shall be deleted in their entirety.

5. Except as otherwise expressly provided herein, the Unbundled Network Element rates contained in Attachment C-2 of the Interconnection Agreement, and the amendment to Attachment C-2, executed on October 17, 1996, and the rates contained in attachments C-3, C-4, C-5, and C-7 are hereby deleted in their entirety and shall be replaced by the rates resulting from the generic cost proceedings in Alabama, Georgia, Louisiana, Mississippi, South Carolina and Tennessee, and by the State Commission approved rates in Florida and Kentucky. These rates are contained in Exhibit 1 of this Amendment. The rates contained in Exhibit 1 of this Amendment shall be effective with the execution of this Amendment by both Parties.

6. As of the effective date of this Amendment, BellSouth shall make available to e•spire for each state all of the unbundled elements for which the state Commission has approved rates. BellSouth also shall make available the following Unbundled Network Elements:

- 2-Wire ADSL - Compatible Loops;
- 2-Wire HDSL - Compatible Loops;
- 4-Wire HDSL - Compatible Loops;
- 2-Wire ISDN grade loops;
- Dark Fiber (in those states where the commissions have set rates);
- 56/64 kbps capable/4-wire digital grade loops; and
- 4-wire DS-1 digital grade loops

The rates for the above Unbundled Network Elements are those which have been approved by the respective state commissions as set forth in Exhibit 1 of this amendment. Neither Party waives its right to seek state commission, FCC or judicial review of those rates.

7. As of the effective date of this Amendment, BellSouth shall make available to e•spire the following Unbundled Network Elements under the following terms:

- UCL clean copper loops. These elements shall be available no later than April 1, 1999, and the Parties agree to amend the Interconnection Agreement to include any necessary information to define the UCL unbundled loop offerings, its associated rates, and provisioning requirements. If the Parties are unable to reach agreement in said negotiations, either Party may petition the Commission to resolve such disagreement.
- DS3 grade fiber loops. These elements shall be made available to e•spire through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates.
- OCn loops. These elements shall be made available to e•spire through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates.
- DS3, and OCn interoffice transport. These elements shall be made available to e•spire through the BFR process, which will be necessary

only to confirm physical availability in particular geographic area and to establish applicable rates.

- Sub-loop elements (i.e., feeder, distribution). These elements shall be made available through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates, subject to the contract language to which the Parties have already agreed by which e•spire will give BellSouth at least sixty-days by which to provision loop feeder.
- Frame Relay UNEs (UNI, NNI, DLCI, & CIR). These elements shall be made available to e•spire through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates.

8. In those states where the Commission has not established rates for Dark Fiber (i.e., Florida, Louisiana, and Mississippi) rates that have been set by the Georgia Public Service Commission will be used on an interim basis until the Commission for a given state establishes a cost based rate for that state. These rates are reflected in Exhibit 1 of this amendment.

9. Where facilities permit, BellSouth shall provide e•spire with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth central office. The DS1s will then be terminated into e•spire's collocation space. TR-008 and TR303 interface standards are available.

USLC, using the Lucent Series 5 equipment, will be offered in two sizes. System A will allow up to 96 of e•spire's sub-loops to be concentrated onto multiple DS1s. System B will allow up to 192 of e•spire's sub-loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B requires two additional DS1s, four DS1s are required in total). The DS1 facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to e•spire's collocation space with the SWC that serves the RT where e•spire's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

In these scenarios, e•spire shall be required to place a cross-box, remote terminal, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected to a cross-connect panel within the BellSouth RT and would allow e•spire's sub-loops to then be placed on the USLC and transported to its collocation space at the DS1 level.

e•spire also shall have the option to install a cross box to the RT on the BellSouth right of way.

10. The Parties agree that the FCC may make substantial changes to its policies and rules applicable to collocation arrangements and advanced services UNEs in its ongoing Section 706 rulemaking. The Interconnection Agreement shall be modified within thirty (30) days of the

effective date of the FCC order in the FCC's Section 706 rulemaking to incorporate FCC determinations made in such docket. Notwithstanding the foregoing, neither party waives its right to seek reconsideration or appeal of any such decision.

11. Section E of Article IV shall be deleted in its entirety and shall be replaced with Exhibit 2 of this amendment.

12. Article IV, Section B14 shall be deleted in its entirety.

13. Section C of Article IV shall be deleted in its entirety and shall be replaced with the following:

C.1 BellSouth shall provide the following combined unbundled network elements for purchase by e•spire. The rate of the following combined unbundled network elements is the sum of the individual element prices as set forth in Exhibit 1 of this amendment. Order Coordination is available for each of these combinations.

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common transport
- Port and vertical features
- SL2 loop with loop concentration
- Port and common transport
- SL2 loop and LNP

Subject to the provisions of Article IV, Section C.2, BellSouth will, but is not required to under the Act, combine for e•spire any other Network elements listed in this Agreement pursuant to a professional services agreement.

C.2 BellSouth will abide by any effective rule of the FCC or state commission that prohibits BellSouth, except upon request, from separating requested network elements that are currently combined. Provided that, the operation of this subsection shall be construed in accordance with decisions of the FCC and any reviewing court in light of the US Supreme Court's decision in *AT&T Corp. v. Iowa Utilities Bd.*, and provided further that this subsection shall apply only to Network Elements that BellSouth is compelled to unbundle by regulatory agencies with jurisdiction, and that any voluntary agreement by BellSouth to make network facilities available shall not expand its obligations to provide e•spire Network Elements that currently are combined in BellSouth's network. Further, other than the specific UNE combinations set forth in Article IV.C.3., BellSouth will offer only those UNE combinations required by the Act and/or effective regulatory requirements, and this Amendment itself does not expand those rights or obligations in any way.

The rates, terms and conditions regarding the Network Elements provided by BellSouth, including but not limited to the rates for such elements, what combinations of Network Elements are to remain combined and what Network Elements BellSouth is unconditionally required to provide shall be governed by the decisions of the FCC and the 8th Circuit Court upon remand of the *AT&T Corp. v. Iowa Utilities Bd.* proceeding ('96-98 Remand

Proceeding"). The Parties agree to modify the Agreement to implement any 96-98 Remand Proceeding decision or rules within ninety (90) days of the effective date of such decision or rules, provided that neither Party waives its right to participate in, seek reconsideration of or appeal of any such decision rendered as a result of the remand. Further, if, as a result of any reconsideration or appeal of any decision, said decisions or rules are modified, vacated or changed, the Parties shall modify the Agreement to comply with such final decisions within ninety (90) days of the effective date of such decision or order.

14. Section G of Article IV shall be deleted in its entirety and shall be replaced with Exhibit 3 of this amendment.

15. The Parties shall develop a mutually agreeable service restoration plan and a disaster recovery plan ("Plans") within 60 days from the effective date of this amendment.

16. Section A.4 of Article XII shall be deleted in its entirety and shall be replaced with the following:

- A.4 Within five (5) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the SPNP arrangements for that customer's telephone number(s), or redirect the SPNP arrangement pursuant to the customer's instructions at that time.

17. Section C. of Article XIII shall be deleted in its entirety and shall be replaced with the following:

- C. If BellSouth accepts an order placed by itself or another CLEC (or local reseller) to disconnect the SPNP to an e•spire end user, BellSouth shall notify e•spire of the change within five (5) business days of the completion of the order.

18. Article VI. Section B shall be deleted in its entirety and shall be replaced with the following:

- B. With the exception of the local traffic specifically identified in subsection (C) hereafter, each party agrees to terminate local traffic originated and routed to it by the other party. The following rates shall apply for termination of local traffic:
- The rates contained in Exhibit 1 for Call Transport and Termination shall apply from the date of the execution of this Amendment until the expiration of the Agreement.

19. Article IV, Section D.6 shall be deleted in its entirety and shall be replaced with the following:

- D.6.1 The provisioning of service to e•spire will require cross-connections within the central office to connect the loop to a local switch or to other transmission

equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

- D.6.2 BellSouth Order Coordination referenced in this Article includes two types: Manual Order Coordination ("OC") and Order Coordination for Specified Conversion Time ("OC-S").
- D.6.3 "Manual Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops, and is available as a chargeable option in ordering SL1 voice loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and e•spire advised.
- D.6.4 "Order Coordination for Specified Conversion Time" refers to service order coordination in which e•spire requests a specific time for a service order conversion to take place. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. e•spire may specify an exact time (e.g., 10:00 a.m.) between 8:00 a.m. and 5:00 p.m. Monday through Friday. If e•spire specifies a time outside this window, overtime charges will apply in addition to the OC and OC-S charges.
- D.6.5 Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order.
- D.6.6 Some unbundled loops require a Service Inquiry ("SI") to determine if facilities are available prior to issuing the order. The interval for the SI process shall be reasonable and nondiscriminatory, and is separate from the installation interval.
- D.6.7 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points or engineering information/circuit make-up data, but may be ordered with Manual Order Coordination as a chargeable option. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. SL2 loops shall have test points, will be designed with a Design Layout Record provided to e•spire, and will be provided with Order Coordination. The OC feature will allow e•spire to direct BellSouth to provide coordinated installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours. BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).

- D.6.8 As a chargeable option on all unbundled loops, BellSouth will offer Order Coordination for Specified Conversion Time (OC-S). This will allow e•spire the ability to specify the time that the coordinated conversion takes place.
- D.6.9 e•spire will be responsible for testing and isolating troubles on the unbundled loops. Once e•spire has isolated a trouble to the BellSouth provided loop, e•spire will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists.
- D.6.10 If e•spire reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge e•spire for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- D.6.11 If e•spire reports a trouble on SL2: loops and no trouble actually exists, BellSouth will charge e•spire for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- D.6.12 After the loop conversion process commences, a coordinated loop cutover, which shall include coordinated conversion of number portability, shall be completed within the following time periods:
- For single loop conversions per location, the conversion shall be completed within fifteen (15) minutes;
- For up to ten (10) loop conversions per location, the conversion of all loops shall be completed within sixty (60) minutes, and each individual loop conversion shall be completed within fifteen (15) minutes;
- For loop conversions not exceeding thirty (30) loops per location, and not determined complex, the conversion of all loops shall be completed within one hundred and twenty (120) minutes.
- For all loops above a thirty (30) loop quantity, or ten (10) loop quantity which are determined as complex (a cut that requires more operation than a single cut point), e•spire and BellSouth will negotiate an appropriate provisioning interval prior to the due date.
- D.6.13 For loop conversions involving more than twenty (20) loops per location, BellSouth shall assign a project manager to e•spire's LSR and the parties shall be jointly responsible for resolution of all issues associated with the cutover and shall exercise their best efforts to resolve any problems that may arise.
- D.6.14 The objective time frame from receipt of an accurate LSR to order installation is indicated in the BellSouth interval guide. Where facilities do not currently exist, reasonable installation intervals will be determined by BellSouth. e•spire will then be notified of the targeted due date. BellSouth shall provide e•spire adequate justification and an explanation if BellSouth is unable to meet these commitments.

20. Article IV, Section F5 shall be deleted in its entirety.

21. Article IV Section F6 shall be deleted in its entirety.

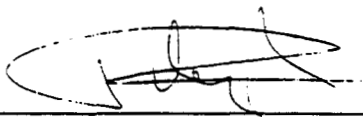
22. The Parties agree that all of the other provisions of the Agreement, dated July 25, 1996, shall remain in full force and effect including any amendments thereto not in conflict with any provision contained in this Amendment.

23. BellSouth has agreed to the extension of the agreement only as a whole and not as to the individual rates, terms and conditions contained within the Agreement. Notwithstanding this or any other provision herein, the Parties agree that e.spire retains its right to further amend the Agreement through the use of § 252(i) procedures or the contractual BFR process.

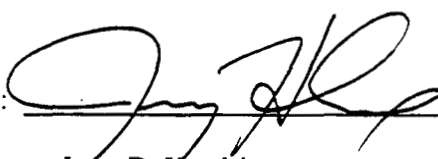
24. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

e.spire Communications, Inc.

By: 
Name: Riley M. Murphy
Executive Vice President/
Secretary
Title: _____
Date: 4/19/99

BellSouth Telecommunications, Inc.

By: 
Name: Jerry D. Hendrix
Title: Director-Interconnection
Services/Pricing
Date: 4/15/99

**Exhibit 1
to the Fourth Amendment
of the e.spire
Interconnection Agreement**

- Alabama – Exhibit 1-AL
- Florida – Exhibit 1-FL
- Georgia – Exhibit 1-GA
- Kentucky – Exhibit 1-KY
- Louisiana – Exhibit 1-LA
- Mississippi – Exhibit 1-MS
- South Carolina – Exhibit 1-SC
- Tennessee – Exhibit 1-TN

FLORIDA

PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

2. Local Service Resale

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

3. Unbundled Network Elements

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

3.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that CLEC does not need when two or more Network Elements are combined in a single order. BellSouth and CLEC shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by CLEC when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by CLEC when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - FLORIDA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NID	
NID (all types), per month	\$1.08
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	\$70.32
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	\$54.35
NID to NID Cross Connect, 2-Wire or 4-Wire NRC	\$6.15
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop, per month	\$17.00
NRC - 1 st	\$140.00
NRC - Add'l	\$42.00
2-Wire Analog VG Loop-SL1, per month	NA

NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$55.00
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	\$30.00
NRC - 1 st	\$141.00
NRC - Add'l	\$43.00
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	\$40.00
NRC - 1 st	\$306.00
NRC - Add'l	\$283.00
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	\$15.31
NRC - 1 st	\$113.85
NRC - Add'l	\$99.61
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$12.12
NRC - 1 st	\$113.85
NRC - Add'l	\$99.61
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$18.24
NRC - 1 st	\$116.91
NRC - Add'l	\$101.71
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	\$80.00
NRC - 1 st	\$540.00
NRC - Add'l	\$465.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-1st	NA
NRC - Incremental Charge—Manual Svc Order-Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	\$8.57
NRC - 1 st	\$78.28
NRC - Add'l	\$58.33
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	\$11.29
NRC - 1 st	\$112.07
NRC - Add'l	\$92.11
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	\$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	\$225.00
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1 st terminal	\$98.00
NRC - add'l terminal	\$65.00
Access Terminal Provisioning & 1 st 25 pair panel, per terminal, NRC	\$110.00
Existing Access Terminal Provisioning, 2 nd 25 pair panel, per terminal, NRC	\$35.00
UNTW Pair Provisioning, per pair, NRC	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	\$55.00
Manual Service Order, NRC	\$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA

NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire. NRC 1 st	NA
Working Plug-In 2-Wire. NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	\$480.00
NRC - 1 st	\$350.00
NRC - Add'l	\$90.00
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	\$1.50
NRC - 1 st	\$5.75
NRC - Add'l	\$5.50
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
RENTAL - EXCHANGE SWITCHING DEVICES	
2-Wire Analog Line Port (Res., Bus.), per month	\$2.00
NRC - 1 st (all types)	\$38.00
NRC - Add'l (all types)	\$15.00
NRC - 1 st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1 st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1 st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect- Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1 st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect- Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1 st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect- Add'l	NA
4-Wire Analog VG Port, per month	\$9.14
NRC - 1 st	\$5.86
NRC - Add'l	\$5.86
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	TBD
NRC - 1 st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	\$125.00
NRC - 1 st	\$112.00
NRC - Add'l	\$91.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	\$13.00
NRC - 1 st	\$88.00
NRC - Add'l	\$66.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA

2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	TBD
NRC - 1 st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Coin Port, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	No additional

	charge
Three-Way Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Waiting	NA
NRC	NA
NRC - Disconnect	NA
Remote Activation of Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA

NRC - Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC - Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC - Disconnect	NA
Message Waiting Indicator - Stutter Dial Tone, per month	NA
NRC	NA
NRC - Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC - Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC - Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC - Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC - Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC - Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC - Disconnect	NA

ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC - Disconnect	NA
Subsequent Ordering Charge - (per order, per line)	NA
NRC - Electronic - 1 st	NA
NRC - Electronic - Add'l	NA
NRC - Manual - 1st	NA
NRC - Manual - Add'l	NA
NRC - Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	\$0.0175
End Office Switching Function, add'l mou (5)	\$0.005
End Office Interoffice Trunk Port--Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	\$0.00029
Tandem Interoffice Trunk Port--Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	\$0.000012
Common (Shared) Transport Facilities Termination per mou	\$0.0005
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$.6013
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$99.79
NRC - 1 st	\$45.91
NRC - Add'l	\$44.18

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	\$44.35
NRC - 1 st	\$246.50
NRC - Add'l	\$230.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Incremental Charge—Manual Svc Order	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS3	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
Virtual Collocation	NA
Virtual Collocation - NRC - Application Chg	BST Tariff Rates
Virtual Collocation - Cable Installation Chg, per cable	NA
Virtual Collocation - Floor Space, per square feet	NA
Virtual Collocation - Floor Space Power, per ampere	NA
Virtual Collocation - Cable Support Structure, per entrance cable	NA
Virtual Collocation - 2-Wire Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - 4-Wire Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - DS1 Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - DS3 Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - basic, per ½ hour	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - overtime, per ½ hour	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - premium, per ½ hour	NA
NRC - 1 st	NA
NRC - Add'l	NA

SECTION 1 - INTERCONNECTING TRUNK GROUPS	
End Office Switching, per mou	\$.002
Tandem Switching, per mou	\$.00029
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	\$.00125
Combined Tandem Switch Interconnection	\$.00325
Multi-tandem Interconnection	NA
SECTION 2 - FIBER	
Per each four-fiber dry fiber arrangement, NRC 1 st	\$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	\$273.69
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	\$44.22
NRC - Disconnect - 1st	NA
NRC - Disconnect - Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	\$0.008375
<p>Notes:</p> <p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p> <p>(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.</p> <p>(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</p> <p>(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.</p> <p>(4) This rate element is for those states which have a specific rate for User Profile per B Channel.</p> <p>(5) This rate element is for use in those states with a different rate for additional minutes of use.</p> <p>(6) BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.</p> <p>(7) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.</p> <p>(8) This charge is only applicable where signaling usage measurement or billing capability does not exist.</p>	

(9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.	
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ALABAMA

PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Alabama Public Service Commission.

2. Local Service Resale

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Alabama, subject to the Commission's decision in Docket No. 25677.

Residential Service	16.3%
Business Service:	16.3%

3. Unbundled Network Elements

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

**BELLSOUTH/CLEC RATES - ALABAMA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS**

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4Wire CLEC NID, NRC-1 st	NA
Installation of 2-Wire/4Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	\$1.18
NRC - 1 st	\$1.44
NRC - Add'l	\$1.44
NRC - Disconnect Chg - 1 st	\$1.44
NRC - Disconnect Chg - Add'l	\$1.44
NRC - Incremental Charge - Manual Svc Ord - 1st	\$27.37
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$12.97
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$17.77
NID per 4-Wire Analog VG Loop, Per Month	\$1.30
NRC - 1 st	\$1.44
NRC - Add'l	\$1.44
NRC - Disconnect Chg - 1 st	\$1.44
NRC - Disconnect Chg - Add'l	\$1.44
NRC - Incremental Charge - Manual Svc Ord - 1st	\$27.37
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$12.97
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$17.77
NID per 2-Wire ISDN Digital VG Loop, Per Month	\$1.18
NRC - 1 st	\$1.44
NRC - Add'l	\$1.44
NRC - Disconnect Chg - 1 st	\$1.44
NRC - Disconnect Chg - Add'l	\$1.44
NRC - Incremental Charge - Manual Svc Ord - 1st	\$27.37
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$12.97
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$17.77
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	\$1.18
NRC - 1 st	\$1.44
NRC - Add'l	\$1.44
NRC - Disconnect Chg - 1 st	\$1.44
NRC - Disconnect Chg - Add'l	\$1.44
NRC - Incremental Charge - Manual Svc Ord - 1st	\$27.37
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$12.97
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$17.77
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	\$1.18
NRC - 1 st	\$1.44
NRC - Add'l	\$1.44
NRC - Disconnect Chg - 1 st	\$1.44
NRC - Disconnect Chg - Add'l	\$1.44
NRC - Incremental Charge - Manual Svc Ord - 1st	\$27.37
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$12.97
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$17.77

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	\$1.30
NRC - 1 st	\$1.44
NRC - Add'l	\$1.44
NRC - Disconnect Chg - 1 st	\$1.44
NRC - Disconnect Chg - Add'l	\$1.44
NRC - Incremental Charge - Manual Svc Ord - 1st	\$27.37
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$12.97
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$17.77
NID per 4-Wire 56 Kbps Dig Grade Loop	\$1.30
NRC - 1 st	\$1.44
NRC - Add'l	\$1.44
NRC - Disconnect Chg - 1 st	\$1.44
NRC - Disconnect Chg - Add'l	\$1.44
NRC - Incremental Charge - Manual Svc Ord - 1st	\$27.37
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$12.97
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$17.77
NID per 4-Wire 64 Kbps Dig Grade Loop	\$1.30
NRC - 1 st	\$1.44
NRC - Add'l	\$1.44
NRC - Disconnect Chg - 1 st	\$1.44
NRC - Disconnect Chg - Add'l	\$1.44
NRC - Incremental Charge - Manual Svc Ord - 1st	\$27.37
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$12.97
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$17.77
Nonrecurring Charge - customer transfer, feature additions, changes (1)	\$5.00
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	\$19.04

NRC - 1 st	\$59.03
NRC - Add'l	\$43.14
NRC - Incremental Charge—Manual Service Order—1 st	\$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	\$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$17.77
NRC - Disconnect Chg - 1 st	\$15.21
NRC - Disconnect Chg - Add'l	\$3.22
NRC - Order Coordination for Specified Conversion Time	\$45.99
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1 st	\$51.29
NRC - Add'l	\$51.29
NRC - Disconnect Chg - 1st	\$12.89
NRC - Disconnect Chg - Add'l	\$12.89
2-Wire Analog VG Loop-SL2, per month	\$22.43
NRC - 1 st	\$145.46
NRC - Add'l	\$108.40
NRC - Incremental Charge—Manual Service Order—1 st	\$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	\$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$17.77
NRC - Disconnect Chg - 1 st	\$40.31
NRC - Disconnect Chg - Add'l	\$26.01
NRC - Order Coordination for Specified Conversion Time	\$45.99
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	\$30.00
NRC - 1 st	\$293.70
NRC - Add'l	\$241.76
NRC - Incremental Charge—Manual Service Order—1 st	\$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	\$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$17.77
NRC - Disconnect Chg - 1 st	\$108.96
NRC - Disconnect Chg - Add'l	\$57.01
NRC - Order Coordination for Specified Conversion Time	\$45.99
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	\$29.03
NRC - 1 st	\$331.85
NRC - Add'l	\$255.87
NRC - Incremental Charge—Manual Service Order—1 st	\$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	\$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$17.77
NRC - Disconnect Chg - 1 st	\$108.95
NRC - Disconnect Chg - Add'l	\$57.01
NRC - Order Coordination for Specified Conversion Time	\$45.99
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	\$15.11
NRC - 1 st	\$514.21
NRC - Add'l	\$464.58
NRC - Incremental Charge—Manual Service Order—1 st	\$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	\$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$17.77
NRC - Disconnect Chg - 1 st	\$106.65
NRC - Disconnect Chg - Add'l	\$56.98
NRC - Order Coordination for Specified Conversion Time	\$45.99
2-Wire ADSL Loop (Standard), per month	NA
NRC -	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$11.76
NRC - 1 st	\$514.21
NRC - Add'l	\$464.58
NRC - Incremental Charge—Manual Service Order—1 st	\$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	\$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$17.77
NRC - Disconnect Chg - 1 st	\$106.65
NRC - Disconnect Chg - Add'l	\$56.98
NRC - Order Coordination for Specified Conversion Time	\$45.99
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$14.39
NRC - 1 st	\$541.13
NRC - Add'l	491.50
NRC - Incremental Charge—Manual Service Order—1 st	\$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	\$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$17.77
NRC - Disconnect Chg - 1 st	\$106.65
NRC - Disconnect Chg - Add'l	\$56.98
NRC - Order Coordination for Specified Conversion Time	\$45.99
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	\$64.65
NRC - 1 st	\$610.13
NRC - Add'l	\$380.26
NRC - Disconnect Chg - 1 st	\$134.77
NRC - Disconnect Chg - Add'l	\$55.97
NRC - Incremental Charge—Manual Svc Order-1st	\$27.37
NRC - Incremental Charge—Manual Svc Order-Add'l	\$12.97
NRC - Incremental Charge—Manual Svc Order-Disconnect	\$17.77
NRC - Order Coordination for Specified Conversion Time	\$49.18
4-Wire 56 Kbps Dig Grade Loop, per month	\$34.15
NRC - 1 st	\$498.05
NRC - Add'l	\$343.70
NRC - Incremental Charge—Manual Service Order—1 st	\$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	\$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$17.77
NRC - Disconnect Chg - 1 st	\$129.62

NRC - Disconnect Chg - Add'l	\$64.25
NRC - Order Coordination for Specified Conversion Time	\$45.99
4-Wire 64 Kbps Dig Grade Loop, per month	\$34.15
NRC - 1 st	\$498.05
NRC - Add'l	\$343.70
NRC - Incremental Charge—Manual Service Order—1 st	\$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	\$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$17.77
NRC - Disconnect Chg - 1 st	\$129.62
NRC - Disconnect Chg - Add'l	\$64.25
NRC - Order Coordination for Specified Conversion Time	\$45.99
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1 st terminal	NA
NRC - add'l terminal	NA
Access Terminal Provisioning & 1 st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2 nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1 st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	\$309.38
NRC - 1 st	\$428.42
NRC - Add'l	\$105.16
NRC - Disconnect Chg - 1 st	\$5.96
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	\$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect	\$17.77
CO Channel Interface-2-Wire VG Per Circuit, Per Month	\$1.00
NRC - 1 st	\$26.53
NRC - Add'l	\$26.35
NRC - Incremental Charge--Manual Service Order--1 st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 st	\$10.98
NRC - Disconnect Chg - Add'l	\$10.90
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	\$2.07
NRC - 1 st (all types)	\$21.93
NRC - Add'l (all types)	\$21.93
NRC - 1 st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1 st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1 st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1 st	\$5.21
NRC - Disconnect Chg - Add'l	\$5.21
NRC - Incremental Charge--Manual Svc Order - 1 st	\$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	\$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect- 1 st	\$17.77
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	\$1.44
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	\$7.62
NRC - 1 st (all types)	\$46.65
NRC - Add'l (all types)	\$46.65

NRC - Disconnect Chg - 1st	\$18.41
NRC - Disconnect Chg - Add'l	\$18.41
NRC - Incremental Charge--Manual Svc Order - 1 st	\$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	\$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	\$17.77
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	\$1.44
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1 st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
4-Wire Analog VG Port, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	\$12.08
NRC - 1 st	\$50.00
NRC - Add'l	\$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	\$130.23
NRC - 1 st	\$50.00
NRC - Add'l	\$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	\$16.42
NRC - 1 st	\$63.24
NRC - Add'l	\$63.24
NRC - Disconnect Chg - 1 st	\$5.69
NRC - Disconnect Chg - Add'l	\$5.69
NRC - Incremental Charge--Manual Svc Order - 1st	\$56.19
NRC - Incremental Charge--Manual Svc Order - Add'l	\$56.19
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 st	\$12.97
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	\$12.97
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA

NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	\$186.02
NRC - 1 st	\$244.85
NRC - Add'l	\$244.85
NRC - Disconnect Chg - 1 st	\$51.19
NRC - Disconnect Chg - Add'l	\$51.19
NRC - Incremental Charge--Manual Svc Order - 1st	\$54.75
NRC - Incremental Charge--Manual Svc Order - Add'l	\$54.75
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1 st	\$11.53
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	\$11.53
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	\$2.07
NRC - 1 st	\$21.93
NRC - Add'l	\$21.93
NRC - Disconnect Chg - 1 st	\$5.21
NRC - Disconnect Chg - Add'l	\$5.21
NRC - Incremental Charge--Manual Svc Order - 1st	\$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	\$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1 st	\$17.77
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	\$0.48
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	See features
NRC - 1 st	See features
NRC - Add'l	See features
Coin Port, per month	\$2.34
NRC - 1 st	\$21.93
NRC - Add'l	\$21.93
NRC - Disconnect Chg - 1 st	\$5.21
NRC - Disconnect Chg - Add'l	\$5.21
NRC - Incremental Charge--Manual Svc Order - 1 st	\$25.93
NRC - Incremental Charge--Manual Svc Order - Add'l	\$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1 st	\$16.33
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	\$0.48

Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	\$1.12
NRC	\$1.03
NRC - Disconnect	\$0.55
Customer Changeable Speed Calling, per month	\$0.08
NRC	\$1.03
NRC - Disconnect	\$0.55
Call Waiting	\$0.03
NRC	\$1.03
NRC - Disconnect	\$0.55
Remote Activation of Call Forwarding, per month	\$0.18
NRC	\$1.03
NRC - Disconnect	\$0.55
Cancel Call Waiting, per month	\$0.01
NRC	\$1.03
NRC - Disconnect	\$0.55
Automatic Callback, per month	\$0.29
NRC	\$1.03
NRC - Disconnect	\$0.55
Automatic Recall, per month	\$0.28
NRC	\$1.03
NRC - Disconnect	\$0.55
Calling Number Delivery, per month	\$0.22
NRC	\$1.03
NRC - Disconnect	\$0.55
Calling Number Delivery Blocking, per month	\$1.17
NRC	\$1.03
NRC - Disconnect	\$0.55
Customer Originated Trace, per month	\$0.14
NRC	\$1.03
NRC - Disconnect	\$0.55
Selective Call Rejection, per month	\$0.13
NRC	\$1.03
NRC - Disconnect	\$0.55
Selective Call Forwarding, per month	\$0.05
NRC	\$1.03
NRC - Disconnect	\$0.55
Selective Call Acceptance, per month	\$0.29
NRC	\$1.03
NRC - Disconnect	\$0.55
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	\$0.11
NRC	\$1.03
NRC - Disconnect	\$0.55
Call Forwarding Variable, per month	\$0.05
NRC	\$1.03
NRC - Disconnect	\$0.55
Call Forwarding Busy Line, per month	\$0.03
NRC	\$1.03
NRC - Disconnect	\$0.55
Call Forwarding Don't Answer All Calls, per month	\$0.03

NRC	\$1.03
NRC - Disconnect	\$0.55
Remote Call Forwarding, per month	\$1.36
NRC	\$1.03
NRC - Disconnect	\$0.55
Call Transfer, per month	\$0.12
NRC	\$1.03
NRC - Disconnect	\$0.55
Call Hold, per month	\$0.03
NRC	\$1.03
NRC - Disconnect	\$0.55
Toll Restricted Service, per month	\$0.04
NRC	\$1.03
NRC - Disconnect	\$0.55
Message Waiting Indicator - Stutter Dial Tone, per month	\$0.03
NRC	\$1.03
NRC - Disconnect	\$0.55
Anonymous Call Rejection, per month	\$0.93
NRC	\$1.03
NRC - Disconnect	\$0.55
Shared Call Appearances of a DN, per month	\$0.41
NRC	\$1.03
NRC - Disconnect	\$0.55
Multiple Call Appearances, per month	\$0.09
NRC	\$1.03
NRC - Disconnect	\$0.55
ISDN Bridged Call Exclusion, per month	\$0.00
NRC	\$1.03
NRC - Disconnect	\$0.55
Call by Call Access, per month	\$28.29
NRC	\$28.94
NRC - Disconnect	\$5.22
Privacy Release, per month	\$0.01
NRC	\$1.03
NRC - Disconnect	\$0.55
Multi Appearance Directory Number Calls, per month	\$0.10
NRC	\$1.03
NRC - Disconnect	\$0.55
Make Set Busy, per month	\$0.01
NRC	\$1.03
NRC - Disconnect	\$0.55
Teen Service (Res. Dist. Alerting Service), per month	\$0.15
NRC	\$1.03
NRC - Disconnect	\$0.55
Code Restriction and Diversion, per month	\$0.04
NRC	\$1.03
NRC - Disconnect	\$0.55
Call Park, per month	\$0.04
NRC	\$1.03
NRC - Disconnect	\$0.55
Automatic Line, per month	\$0.09
NRC	\$1.03

NRC - Disconnect	\$0.55
ISDN Message Waiting Indication-Lamp. per month	\$0.01
NRC	\$1.03
NRC - Disconnect	\$0.55
ISDN Feature Function Buttons	NA
NRC	\$1.03
NRC - Disconnect	\$0.55
Subsequent Ordering Charge - (per order, per line)	NA
NRC - Electronic - 1st	\$2.88
NRC - Electronic - Add'l	\$0.96
NRC - Manual - 1st	\$4.80
NRC - Manual - Add'l	\$0.96
NRC - Disconnect	\$2.88
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	\$0.0018
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	\$0.0002
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	\$0.00063
Tandem Interoffice Trunk Port—Shared per mou	\$0.00033
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	\$0.0015
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	\$0.00001
Common (Shared) Transport Facilities Termination per mou	\$0.00045
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	\$0.0339
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	\$18.49
NRC - 1 st	\$107.11
NRC - Add'l	\$48.27
NRC - Disconnect Chg - 1 st	\$37.16
NRC - Disconnect Chg - Add'l	\$5.88
NRC - Incremental Charge—Manual Svc Order - 1st	\$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	\$27.37
NRC - Incremental Charge—Manual Svc Order - Disconnect—1 st	\$12.97
NRC - Incremental Charge—Manual Svc Order - Disconnect—Add'l	\$12.97
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	\$0.0339
Interoffice Transport - Dedicated - DS0 - facilities termination per month	\$17.81
NRC - 1 st	\$107.11
NRC - Add'l	\$48.27
NRC - Disconnect Chg - 1 st	\$37.16
NRC - Disconnect Chg - Add'l	\$5.88
NRC - Incremental Charge—Manual Svc Order - 1st	\$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	\$27.37
NRC - Incremental Charge—Manual Svc Order-Disconnect—1 st	\$12.97
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	\$12.97
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$0.692
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$79.69

NRC - 1 st	\$198.15
NRC - Add'l	\$148.18
NRC - Disconnect Chg - 1 st	\$25.44
NRC - Disconnect Chg - Add'l	\$20.42
NRC - Incremental Charge—Manual Svc Order - 1st	\$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	\$27.37
NRC - Incremental Charge—Manual Svc Order - Disconnect—1st	\$12.97
NRC - Incremental Charge—Manual Svc Order - Disconnect—Add'l	\$12.97
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect—1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect—Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	\$14.61
NRC - 1st	\$494.65
NRC - Add'l	\$84.44
NRC - Disconnect Chg - 1 st	\$77.81
NRC - Disconnect Chg - Add'l	\$7.63
NRC - Incremental Charge—Manual Svc Order - 1st	\$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	\$18.73
NRC - Incremental Charge—Manual Svc Order-Disconnect	\$17.75
Local Channel - Dedicated - 4-Wire VG	\$15.77
NRC - 1st	\$502.43
NRC - Add'l	\$86.68
NRC - Disconnect Chg - 1st	\$78.71
NRC - Disconnect Chg - Add'l	\$8.53
NRC - Incremental Charge—Manual Svc Order - 1st	\$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	\$18.73
NRC - Incremental Charge—Manual Svc Order-Disconnect	\$17.75
Local Channel - Dedicated - DS1	\$35.52
NRC - 1 st	\$503.57
NRC - Add'l	\$442.84

NRC - Disconnect Chg - 1st	\$46.28
NRC - Disconnect Chg - Add'l	\$32.18
NRC - Incremental Charge—Manual Svc Order	\$61.95
NRC - Incremental Charge—Manual Svc Order-Disconnect	\$29.27
Local Channel - Dedicated - DS3	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
VIRTUAL COLLOCATION (6)	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC - Application Chg	NA
Virtual Collocation - Cable Installation Chg, per cable	NA
Virtual Collocation - Floor Space, per square feet	NA
Virtual Collocation - Floor Space Power, per ampere	NA
Virtual Collocation - Cable Support Structure, per entrance cable	NA
Virtual Collocation - 2-Wire Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - 4-Wire Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - DS1 Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - DS3 Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - basic, per ½ hour	
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - overtime, per ½ hour	
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - premium, per ½ hour	

NRC - 1*	NA
NRC - Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	\$.0018
Tandem Switching, per mou	\$0.00063
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1*	\$1,893.00
Per each four-fiber dry fiber arrangement, NRC Add'l	\$368.21
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	\$59.84
NRC - Disconnect - 1*	\$625.66
NRC - Disconnect - Add'l	\$466.87
Per four fiber strands, per route foot or fraction thereof, per month	
Notes:	
<p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p> <p>(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.</p> <p>(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</p> <p>(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.</p> <p>(4) This rate element is for those states which have a specific rate for User Profile per B Channel.</p> <p>(5) This rate element is for use in those states with a different rate for additional minutes of use.</p> <p>(6) Virtual Collocation rates are as set forth in FCC No. 1, Section 20.</p> <p>(7) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.</p> <p>(8) This charge is only applicable where signaling usage measurement or billing</p>	

<p>capability does not exist.</p> <p>(9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's competitive Structure Provisioning Center.</p>	
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GEORGIA
PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Georgia Public Service Commission.

2. **Local Service Resale**

The prices that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Georgia:

Residential Service	20.30%
Business Service:	17.30%

The prices that CLEC pays for resold Local Services were established by the Commission in Docket No. 6352-U. The Commission will review those prices one year from the date of its order in that docket.

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - GEORGIA
 LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-1*	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4_wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	\$1.10
NRC - 1*	\$2.10
NRC - Add'l	\$2.10
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	\$1.21
NRC - 1*	\$2.10
NRC - Add'l	\$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	\$1.10
NRC - 1*	\$2.10
NRC - Add'l	\$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	\$1.10
NRC - 1*	\$2.10
NRC - Add'l	\$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	\$1.10
NRC - 1*	\$2.10
NRC - Add'l	\$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42

NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	\$1.21
NRC - 1 st	\$2.10
NRC - Add'l	\$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	\$1.21
NRC - 1 st	\$2.10
NRC - Add'l	\$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	\$1.21
NRC - 1 st	\$2.10
NRC - Add'l	\$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1 st	NA

NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	\$16.51
NRC - 1 st	\$42.54
NRC - Add'l	\$31.33
NRC-Incremental Charge--Manual Svc Oder--1 st	\$18.94
NRC-Incremental Charge--Manual Svc Order--Add'l	\$8.42
NRC-Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	\$19.57
NRC - 1 st	\$104.17
NRC - Add'l	\$78.10
NRC-Incremental Charge--Manual Svc Order- 1 st	\$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	\$8.42
NRC-Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	\$25.86
NRC - 1 st	\$206.95
NRC - Add'l	\$170.57
NRC-Incremental Charge--Manual Svc Order--1 st	\$18.94
NRC-Incremental Charge--Manual Svc Order--Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	\$25.43
NRC - 1 st	\$233.38
NRC - Add'l	\$180.35
NRC-Incremental Charge--Manual Svc Order--1 st	\$18.94
NRC-Incremental Charge--Manual Svc Order--Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22

2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	\$13.05
NRC - 1 st - -	\$359.73
NRC - Add'l	\$325.15
NRC-Incremental Charge—Manual Svc Order-1 st	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order -Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$9.15
NRC - 1 st	\$359.73
NRC - Add'l	\$325.15
NRC-Incremental Charge—Manual Svc Order-1 st	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order -Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$12.07
NRC - 1 st	\$378.86
NRC - Add'l	\$344.28
NRC-Incremental Charge—Manual Svc Order-1 st	\$18.94
NRC-Incremental ChargeManual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order -Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	\$64.52
NRC - 1 st	\$429.98
NRC - Add'l	\$268.18
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-1st	\$18.94
NRC - Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	\$34.52
4-Wire 56 Kbps Dig Grade Loop, per month	\$29.92

NRC - 1 st	\$348.55
NRC - Add'l	\$241.20
NRC-Incremental Charge—Manual Svc Order-1 st	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
4-Wire 64 Kbps Dig Grade Loop, per month	\$29.92
NRC - 1 st	\$348.55
NRC - Add'l	\$241.20
NRC-Incremental Charge—Manual Svc Order-1 st	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	\$8.58
NRC - 1 st	\$206.44
NRC - Add'l	\$170.05
NRC-Incremental Charge—Manual Svc Order-1 st	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	\$9.12
NRC - 1 st	\$207.01
NRC - Add'l	\$171.32
NRC-Incremental Charge—Manual Svc Order-1 st	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl. NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	\$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	\$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1 st terminal	\$98.00
NRC – add'l terminal	\$65.00

Access Terminal Provisioning & 1 st 25 pair panel, per terminal, NRC	\$110.00
Existing Access Terminal Provisioning, 2 nd 25 pair panel, per terminal, NRC	\$35.00
UNTW Pair Provisioning, per pair, NRC	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	\$55.00
Manual Service Order, NRC	\$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	\$313.11
NRC - 1 st	\$651.23
NRC - Add'l	\$284.99
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	\$18.94
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1 st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	\$8836
NRC - 1 st	\$9.41
NRC - Add'l	\$9.38
NRC-Incremental Charge—Manual Service Order-1 st	\$18.94
NRC-Incremental Order—Manual Service Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order -Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	\$281.76
NRC - 1 st	\$308.13
NRC - Add'l	\$76.33
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	\$0.9016
NRC - 1 st	\$20.87
NRC - Add'l	\$20.74
NRC-Incremental Charge—Manual Svc Charge -1 st	\$18.94
NRC-Incremental Charge—Manual Svc Charge-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order -Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	\$1.85
NRC - 1 st (all types)	\$17.16
NRC - Add'l (all types)	\$17.16
NRC - 1 st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1 st (Business)	NA

NRC - Add'l (Business)	NA
NRC - 1 st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1 st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1 st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
4-Wire Analog VG Port, per month	\$8.47
NRC - 1 st	\$17.16
NRC - Add'l	\$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	\$11.35
NRC - 1 st	\$61.91
NRC - Add'l	\$61.91
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	\$120.80
NRC - 1 st	\$89.44
NRC - Add'l	\$52.46
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA

2-Wire ISDN Port(2) (3), per month	\$13.47
NRC - 1 st	\$47.37
NRC - Add'l	\$47.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$39.98
NRC - Incremental Charge—Manual Svc Order - Add'l	\$39.98
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	\$163.16
NRC - 1 st	\$186.80
NRC - Add'l	\$186.80
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$37.88
NRC - Incremental Charge—Manual Svc Order - Add'l	\$37.88
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	\$1.85
NRC - 1 st	\$17.16
NRC - Add'l	\$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA

NRC – Incremental Charge–Manual Svc Order - 1 st	NA
NRC – Incremental Charge–Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1 st	NA
NRC – Add'l-	NA
Coin Port, per month	\$2.05
NRC - 1 st	\$17.16
NRC – Add'l	\$17.16
NRC – Disconnect Chg - 1 st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge–Manual Svc Order - 1 st	\$18.94
NRC – Incremental Charge–Manual Svc Order - Add'l	\$8.42
NRC – Incremental Charge–Manual Svc Order-Disconnect - 1 st	NA
NRC – Incremental Charge–Manual Svc Order-Disconnect - Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA

NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary)	NA
Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA

NRC	NA
NRC - Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC - Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC - Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC - Disconnect	NA
Subsequent Ordering Charge - (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC - Electronic - Add'l	NA
NRC - Manual - Add'l	NA
NRC - Manual - Add'l	NA
NRC - Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	\$.0016333
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port--Shared, per mou	\$.0001564
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	\$.0006757
Tandem Interoffice Trunk Port--Shared per mou	\$.0002126
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	\$.000008
Common (Shared) Transport Facilities Termination per mou	\$.0004152
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	\$.0222
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	\$17.07
NRC - 1 st	\$79.61
NRC - Add'l	\$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.94

NRC - Incremental Charge-Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-Add'l	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	\$.0222
Interoffice Transport - Dedicated - DS0 - facilities termination per month	\$16.45
NRC - 1 st	\$79.61
NRC - Add'l	\$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge-Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge-Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$.4523
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$78.47
NRC - 1 st	\$147.07
NRC - Add'l	\$111.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge-Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge-Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - 1st	NA
NRC - Incremental Charge-Manual Svc Order - Add'l	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	\$13.91
NRC - 1 st	\$362.95

NRC - Add'l	\$62.40
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	\$14.99
NRC - 1 st	\$368.44
NRC - Add'l	\$64.05
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	\$38.36
NRC - 1 st	\$356.15
NRC - Add'l	\$312.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order	\$44.22
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS3	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC - Application Chg	NA
Virtual Collocation - Cable Installation Chg, per cable	NA
Virtual Collocation - Floor Space, per square feet	NA
Virtual Collocation - Floor Space Power, per ampere	NA
Virtual Collocation - Cable Support Structure, per entrance cable	NA
Virtual Collocation - 2-Wire Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - 4-Wire Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - DS1 Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - DS3 Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - basic, per ½ hour	
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - overtime, per ½ hour	
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - premium, per ½ hour	
NRC - 1 st	NA
NRC - Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	\$.0016333
Tandem Switching, per mou	\$.0006757
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1 st	\$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	\$273.69
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	\$44.22
NRC - Disconnect - 1 st	NA
NRC - Disconnect - Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	\$0.008375
Notes:	
If no rate is identified in the contract, the rate for the specific service or function will be	

<p>negotiated by the parties upon request by either party.</p> <ol style="list-style-type: none">(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process.(4) This rate element is for those states which have a specific rate for User Profile per B Channel.(5) This rate element is for use in those states with a different rate for additional minutes of use.(6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's competitive Structure Provisioning Center.	
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KENTUCKY

PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Kentucky Public Service Commission.

2. Local Service Resale

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Kentucky.

Residential Service	16.79%
Business Service:	15.54%

3. Unbundled Network Elements

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - KENTUCKY
 LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	\$1.80
installation of 2-Wire/4-Wire CLEC NID, NRC-1 st	NA
installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1 st	NA

NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
[REDACTED]	
2-Wire Analog VG Loop (Standard), per month	\$18.20
NRC - 1 st	\$86.08
NRC - Add'l	\$58.57
2-Wire Analog VG Loop (Customized), per month	\$21.41
NRC - 1 st	\$236.75
NRC - Add'l	\$177.10
4-Wire Analog VG Loop (Standard), per month	\$26.38
NRC - 1 st	\$457.14
NRC - Add'l	\$348.83
2-Wire ISDN Digital Grade Loop (Standard), per month	\$29.65
NRC - 1 st	\$541.28
NRC - Add'l	\$431.61
2-Wire ADSL Loop (Standard), per month	\$10.63
NRC - 1 st	\$713.50
NRC - Add'l	\$609.44
2-Wire HDSL Loop (Standard), per month	\$7.40
NRC - 1 st	\$713.50
NRC - Add'l	\$609.44
4-Wire HDSL Loop (Standard), per month	\$9.70
NRC - 1 st	\$748.93
NRC - Add'l	\$646.17
EQOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	NA

NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$55.00
2-Wire Analog VG Loop (Standard), per month	\$20.00
NRC - 1 st	\$86.08
NRC - Add'l	\$58.57
2-Wire Analog VG Loop (Customized), per month	\$23.35
NRC - 1 st	\$236.75
NRC - Add'l	\$177.10
4-Wire Analog VG Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	\$28.28
NRC - 1 st	\$457.14
NRC - Add'l	\$348.83
2-Wire ISDN Digital Grade Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	\$31.99
NRC - 1 st	\$541.28
NRC - Add'l	\$431.61

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	\$11.89
NRC - 1 st	\$713.50
NRC - Add'l	\$609.44
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	\$8.51
NRC - 1 st	\$713.50
NRC - Add'l	\$609.44
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	\$10.39
NRC - 1 st	\$748.93
NRC - Add'l	\$646.17
4-Wire DS1 Digital Loop, per month	\$67.96
NRC - 1 st	\$849.80
NRC - Add'l	\$523.27
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	NA
NRC - Incremental Charge--Manual Svc Order-Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 st	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
Sub-Loops	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	\$10.83
NRC - 1 st	\$459.85
NRC - Add'l	\$352.89
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	\$9.95
NRC - 1 st	\$459.85
NRC - Add'l	\$352.89
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	\$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	\$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1 st terminal	\$98.00
NRC - add'l terminal	\$65.00
Access Terminal Provisioning & 1 st 25 pair panel, per terminal, NRC	\$110.00
Existing Access Terminal Provisioning, 2 nd 25 pair panel, per terminal, NRC	\$35.00
UNTW Pair Provisioning, per pair, NRC	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	\$55.00
Manual Service Order, NRC	\$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	\$263.06
NRC - 1 st	\$1,508.41
NRC - Add'l	\$596.11

NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire. NRC 1 st	\$23.30
Working Plug-In 2-Wire. NRC Add'l	\$23.25
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	\$429.33
NRC - 1 st	\$664.06
NRC - Add'l	\$166.55
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	\$1.26
NRC - 1 st	\$46.68
NRC - Add'l	\$46.38
NRC-Incremental Charge—Manual Svc Order-1 st	NA
NRC-Incremental Charge—Manual Svc Order-Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog Line Port (Res., Bus.), per month	\$2.61
NRC - 1 st (all types)	NA
NRC - Add'l (all types)	NA
NRC - 1 st (Residence)	\$37.78
NRC - Add'l (Residence)	\$37.78
NRC - 1 st (Business)	\$37.55
NRC - Add'l (Business)	\$37.55
NRC - 1 st (PBX)	\$36.47
NRC - Add'l (PBX)	\$36.47
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1 st (all types)	NA

NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1 st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
4-Wire Analog VG Port, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	\$12.33
NRC - 1 st	\$90.48
NRC - Add'l	\$84.53
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	\$5.61
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1 st	NA

NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN Port, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	\$275.48
NRC - 1 st	\$181.27
NRC - Add'l	\$116.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	\$0.29
NRC - 1 st	\$2.14

NRC - Add'l	\$2.14
Coin Port, per month	\$3.04
NRC - 1 st	\$40.71
NRC - Add'l	\$40.71
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	No add'l charge
Three-Way Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Waiting	NA
NRC	NA
NRC - Disconnect	NA
Remote Activation of Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC - Disconnect	NA

Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC - Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC - Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC - Disconnect	NA
Message Waiting Indicator - Stutter Dial Tone, per month	NA
NRC	NA
NRC - Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC - Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC - Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC - Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC - Disconnect	NA

Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC - Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC - Disconnect	NA
Subsequent Ordering Charge - (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC - Electronic - Add'l	NA
NRC - Manual - 1st	NA
NRC - Manual - Add'l	NA
NRC - Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	\$0.002562
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	\$0.001096
Tandem Interoffice Trunk Port—Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	\$0.001096
[REDACTED]	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	\$0.0000049
Common (Shared) Transport Facilities Termination per mou	\$0.000426
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1*	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect-Add'l	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA

NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$0.45
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$55.05
NRC - 1 st	\$298.18
NRC - Add'l	\$231.23
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	\$16.14
Per mile per month	\$0.0301
NRC - 1st	\$181.93
NRC - Add'l	\$75.56
9-25 Miles, Fixed per month	\$17.18
Per mile per month	\$0.0726
NRC - 1st	\$181.93
NRC - Add'l	\$75.56
Over 25 Miles, Fixed per month	\$18.41
Per mile per month	\$0.0831
NRC - 1st	\$181.93
NRC - Add'l	\$75.56
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA

Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS3	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC - Application Chg	NA
Virtual Collocation - Cable Installation Chg, per cable	NA
Virtual Collocation - Floor Space, per square feet	NA
Virtual Collocation - Floor Space Power, per ampere	NA
Virtual Collocation - Cable Support Structure, per entrance cable	NA
Virtual Collocation - 2-Wire Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - 4-Wire Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - DS1 Cross Connects	NA
NRC - 1 st	NA

NRC - Add'l	NA
Virtual Collocation - DS3 Cross Connects	NA
NRC - 1*	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - basic, per ½ hour	
NRC - 1*	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - overtime, per ½ hour	
NRC - 1*	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - premium, per ½ hour	
NRC - 1*	NA
NRC - Add'l	NA
TRANSPORT AND TERMINATION	
End Office Switching, per mou	\$0.002562
Tandem Switching, per mou	\$0.001096
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
FIBER	
Per each four-fiber dry fiber arrangement, NRC 1*	\$1,808.19
Per each four-fiber dry fiber arrangement, NRC Add'l	\$922.95
Per each fiber strand per route mile or fraction thereof, per month	\$241.00
Per four fiber strand per route mile or fraction thereof, per month	\$241.00
NRC - Disconnect - 1*	NA
NRC - Disconnect - Add'l	NA
Per four fiber strands per route foot or fraction thereof, per month	NA
<p>Notes:</p> <p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p> <p>(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.</p> <p>(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</p>	

- (3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.
- (4) This rate element is for those states which have a specific rate for User Profile per B Channel.
- (5) This rate element is for use in those states with a different rate for additional minutes of use.
- (6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.
- (7) This charge is only applicable where signaling usage measurement or billing capability does not exist.
- (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.

LOUISIANA

PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Louisiana Public Service Commission.

2. Local Service Resale

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Louisiana.

Residential Service	20.72%
Business Service:	20.72%

3. Unbundled Network Elements

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - LOUISIANA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NID	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC - 1 st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC - Add'l	NA
NIN to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	\$1.09
NRC - 1 st	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 st	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
NID per 4-Wire Analog VG Loop, Per Month	\$1.22
NRC - 1 st	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 st	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
NID per 2-Wire ISDN Digital VG Loop, Per Month	\$1.08
NRC - 1 st	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 st	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	\$1.09
NRC - 1 st	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 st	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	\$1.09
NRC - 1 st	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 st	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	\$1.21
NRC - 1 st	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 st	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
NID per 4-Wire 56 Kbps Dig Grade Loop	\$1.21
NRC - 1 st	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 st	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
NID per 4-Wire 64 Kbps Dig Grade Loop	\$1.21
NRC - 1 st	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 st	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	\$19.35
NRC - 1 st	NA
NRC - Add'l	NA

NRC - 1 st	\$40.69
NRC - Add'l	\$29.96
NRC - Incremental Charge—Manual Service Order—1 st	\$18.14
NRC - Incremental Charge—Manual Service Order—Add'l	\$8.06
NRC - Incremental Charge—Manual Service Order—Disconnect	\$11.41
NRC - Disconnect Chg - 1 st	\$11.48
NRC - Disconnect Chg - Add'l	\$3.36
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	\$22.84
NRC - 1 st	\$99.69
NRC - Add'l	\$74.73
NRC - Incremental Charge—Manual Service Order—1 st	\$18.14
NRC - Incremental Charge—Manual Service Order—Add'l	\$8.06
NRC - Incremental Charge—Manual Service Order—Disconnect	\$11.41
NRC - Disconnect Chg - 1 st	\$28.73
NRC - Disconnect Chg - Add'l	\$18.87
NRC - Order Coordination for Specified Conversion Time	\$32.77
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	\$31.52
NRC - 1 st	\$198.10
NRC - Add'l	\$163.26
NRC - Incremental Charge—Manual Service Order—1 st	\$18.14
NRC - Incremental Charge—Manual Service Order—Add'l	\$8.06
NRC - Incremental Charge—Manual Service Order—Disconnect	\$11.41
NRC - Disconnect Chg - 1 st	\$74.27
NRC - Disconnect Chg - Add'l	\$39.44
NRC - Order Coordination for Specified Conversion Time	\$32.77
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	\$27.36
NRC - 1 st	\$223.27
NRC - Add'l	\$172.63
NRC - Incremental Charge—Manual Service Order—1 st	\$18.14
NRC - Incremental Charge—Manual Service Order—Add'l	\$8.06
NRC - Incremental Charge—Manual Service Order—Disconnect	\$11.41
NRC - Disconnect Chg - 1 st	\$74.27
NRC - Disconnect Chg - Add'l	\$39.44
NRC - Order Coordination for Specified Conversion Time	\$32.77
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	\$15.39
NRC - 1 st	\$343.13
NRC - Add'l	\$310.03
NRC - Incremental Charge—Manual Service Order—1 st	\$18.14
NRC - Incremental Charge—Manual Service Order—Add'l	\$8.06
NRC - Incremental Charge—Manual Service Order—Disconnect	\$11.41
NRC - Disconnect Chg - 1 st	\$72.54
NRC - Disconnect Chg - Add'l	\$39.42
NRC - Order Coordination for Specified Conversion Time	\$32.77
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$11.61
NRC - 1 st	\$343.13
NRC - Add'l	\$310.03
NRC - Incremental Charge—Manual Service Order—1 st	\$18.14
NRC - Incremental Charge—Manual Service Order—Add'l	\$8.06
NRC - Incremental Charge—Manual Service Order—Disconnect	\$11.41
NRC - Disconnect Chg - 1 st	\$72.54
NRC - Disconnect Chg - Add'l	\$39.42
NRC - Order Coordination for Specified Conversion Time	\$32.77
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$16.39
NRC - 1st	\$361.45
NRC - Add'l	\$328.35
NRC - Incremental Charge—Manual Service Order—1 st	\$18.14
NRC - Incremental Charge—Manual Service Order—Add'l	\$8.06
NRC - Incremental Charge—Manual Service Order—Disconnect	\$11.41
NRC - Disconnect Chg - 1st	\$72.54
NRC - Disconnect Chg - Add'l	\$39.41
NRC - Order Coordination for Specified Conversion Time	\$32.77
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	\$72.86
NRC - 1st	\$410.38
NRC - Add'l	\$255.48
NRC - Disconnect Chg - 1st	\$92.35
NRC - Disconnect Chg - Add'l	\$38.44
NRC - Incremental Charge—Manual Svc Order-1st	\$18.14
NRC - Incremental Charge—Manual Svc Order-Add'l	\$8.06
NRC - Incremental Charge—Manual Svc Order-Disconnect	\$11.41
NRC - Order Coordination for Specified Conversion Time	\$33.05
4-Wire 56 Kbps Dig Grade Loop, per month	\$35.58
NRC - 1st	\$333.28
NRC - Add'l	\$230.50
NRC - Incremental Charge—Manual Service Order—1 st	\$18.14
NRC - Incremental Charge—Manual Service Order—Add'l	\$8.06
NRC - Incremental Charge—Manual Service Order—Disconnect	\$11.41
NRC - Disconnect Chg - 1st	\$87.99

NRC - Disconnect Chg - Add'l	\$44.24
NRC - Order Coordination for Specified Conversion Time	\$32.77
4-Wire 64 Kbps Dig Grade Loop, per month	\$35.58
NRC - 1st	\$333.28
NRC - Add'l	\$230.50
NRC - Incremental Charge—Manual Service Order—1 st	\$18.14
NRC - Incremental Charge—Manual Service Order—Add'l	\$8.06
NRC - Incremental Charge—Manual Service Order—Disconnect	\$11.41
NRC - Disconnect Chg - 1st	\$87.99
NRC - Disconnect Chg - Add'l	\$44.24
NRC - Order Coordination for Specified Conversion Time	\$32.77
Unbundled Loops via IDLC	NA
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	BFR
NRC - 1 st	BFR
NRC - Add'l	BFR
NRC - Disconnect Chg - 1st	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Order Coordination for Specified Conversion Time	BFR
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	BFR
NRC - 1 st	BFR
NRC - Add'l	BFR
NRC - Incremental Charge—Manual Service Order—1 st	BFR
NRC - Incremental Charge—Manual Service Order—Add'l	BFR
NRC - Incremental Charge—Manual Service Order—Disconnect	BFR
NRC - Disconnect Chg - 1 st	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Order Coordination for Specified Conversion Time	BFR
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	BFR
NRC - 1 st	BFR
NRC - Add'l	BFR
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	BFR
NRC - 1 st	BFR
NRC - Add'l	BFR
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	BFR
Site Visit Survey, per MDU/MTU Complex, NRC	BFR
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1 st terminal	BFR
NRC - add'l terminal	BFR
Access Terminal Provisioning & 1 st 25 pair panel, per terminal, NRC	BFR
Existing Access Terminal Provisioning, 2 nd 25 pair panel, per terminal, NRC	BFR
UNTW Pair Provisioning, per pair, NRC	BFR
Service Visit for Provisioning, per request, per premises, NRC	BFR
Manual Service Order, NRC	BFR
Loop Concentration - Channelization Sys (Outside CO), per month	BFR
NRC - 1 st	BFR
NRC - Add'l	BFR
NRC - Disconnect Chg - 1 st	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Incremental Charge—Manual Svc Order - 1 st	BFR

NRC - Incremental Charge—Manual Svc Order - Add'l	BFR
NRC - Incremental Charge—Manual Svc Order - Disconnect	BFR
Working Plug-in 2-Wire, NRC 1 st	BFR
Working Plug-in 2-Wire, NRC Add'l	BFR
Loop Concentration - Remote Terminal Cabinet (Outside CO)	BFR
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	BFR
NRC - 1 st	BFR
NRC - Add'l	BFR
NRC - Incremental Charge—Manual Service Order—1 st	BFR
NRC - Incremental Charge—Manual Service Order—Add'l	BFR
NRC - Incremental Charge—Manual Svc Order—Disconnect	BFR
NRC - Disconnect Chg - 1 st	BFR
NRC - Disconnect Chg - Add'l	BFR
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	\$301.68
NRC - 1 st	\$292.90
NRC - Add'l	\$72.38
NRC - Disconnect Chg - 1 st	\$5.30
NRC - Disconnect Chg - Add'l	—
NRC - Incremental Charge—Manual Svc Order - 1 st	\$18.14
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge—Manual Svc Order - Disconnect	\$11.41
CO Channel Interface-2-Wire VG Per Circuit, Per Month	\$1.08
NRC - 1 st	\$19.97
NRC - Add'l	\$19.84
NRC - Incremental Charge—Manual Service Charge—1 st	\$18.14
NRC - Incremental Charge—Manual Service Charge—Add'l	\$8.06
NRC - Incremental Charge—Manual Service Order—Disconnect	\$11.41
NRC - Disconnect Chg - 1 st	\$8.26
NRC - Disconnect Chg - Add'l	\$8.21
2-Wire Analog Line Port (Res., Bus.), per month	
NRC - 1 st (all types)	\$16.43
NRC - Add'l (all types)	\$16.43
NRC - 1 st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1 st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1 st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1 st	\$4.38
NRC - Disconnect Chg - Add'l	\$4.38
NRC - Incremental Charge—Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge—Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1 st	\$10.39
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1 st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1 st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
4-Wire Analog VG Port, per month	\$10.13
NRC - 1 st	\$16.43
NRC - Add'l	\$16.43
NRC - Disconnect Chg - 1st	\$3.77
NRC - Disconnect Chg - Add'l	\$3.77
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	\$8.94
2-Wire DID Port, per month	\$13.12
NRC - 1 st	\$59.28
NRC - Add'l	\$59.28
NRC - Disconnect Chg - 1 st	\$9.20
NRC - Disconnect Chg - Add'l	\$9.20
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	\$10.39
4-Wire DS1 Port w/DID capability, per month	\$149.27
NRC - 1 st	\$85.63
NRC - Add'l	\$50.23
NRC - Disconnect Chg - 1 st	\$8.82
NRC - Disconnect Chg - Add'l	\$8.83
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	\$10.39
2-Wire ISDN Port(2) (3), per month	\$23.33
NRC - 1 st	\$45.35
NRC - Add'l	\$45.35
NRC - Disconnect Chg - 1 st	\$4.31
NRC - Disconnect Chg - Add'l	\$4.31
NRC - Incremental Charge--Manual Svc Order - 1st	\$38.29
NRC - Incremental Charge--Manual Svc Order - Add'l	\$38.29
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	\$6.65
NRC - Incremental Charge--Manual Svc Order-Disconnect Add'l	\$6.65
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA

2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	\$194.72
NRC - 1 st - "	\$181.89
NRC - Add'l "	\$181.89
NRC - Disconnect Chg - 1 st	\$27.11
NRC - Disconnect Chg - Add'l	\$27.11
NRC - Incremental Charge--Manual Svc Order - 1 st	\$33.18
NRC - Incremental Charge--Manual Svc Order - Add'l	\$33.18
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1 st	\$7.73
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	\$7.73
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	\$2.20
NRC - 1 st	\$16.43
NRC - Add'l	\$16.43
NRC - Disconnect Chg - 1 st	\$3.77
NRC - Disconnect Chg - Add'l	\$3.77
NRC - Incremental Charge--Manual Svc Order - 1 st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1st	\$8.94
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Coin Port, per month	\$2.50
NRC - 1 st	\$16.43
NRC - Add'l	\$16.43
NRC - Disconnect Chg - 1 st	\$4.15
NRC - Disconnect Chg - Add'l	\$4.15
NRC - Incremental Charge--Manual Svc Order - 1 st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 st	\$9.86
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	\$8.28

Three-Way Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Waiting	NA
NRC	NA
NRC - Disconnect	NA
Remote Activation of Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiline Hunt Service (Rotary)	NA
Service per line, (in addition to port) , per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC - Disconnect	NA

Remote Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC - Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC - Disconnect	NA
Message Waiting Indicator - Stutter Dial Tone, per month	NA
NRC	NA
NRC - Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC - Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC - Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC - Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC - Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC - Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA

NRC	NA
NRC - Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC - Disconnect	NA
Subsequent Ordering Charge - (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC - Electronic - Add'l	NA
NRC - Manual - 1st	NA
NRC - Manual - Add'l	NA
NRC - Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	\$0.0021
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port--Shared, per mou	\$0.0002
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	\$0.0008
Tandem Interoffice Trunk Port--Shared per mou	\$0.0003
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or inter-connection charges.)	NA
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	\$0.0000083
Common (Shared) Transport Facilities Termination per mou	\$0.00047
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	\$0.0384
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	\$19.10
NRC - 1 st	\$76.20
NRC - Add'l	\$34.54
NRC - Disconnect Chg - 1 st	\$28.03
NRC - Disconnect Chg - Add'l	\$5.37
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.14
NRC - Incremental Charge--Manual Svc Order - Disconnect--1st	\$8.06
NRC - Incremental Charge--Manual Svc Order --Disconnect--Add'l	\$8.06
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	\$0.0384
Interoffice Transport - Dedicated - DS0 - facilities termination per month	\$18.37
NRC - 1 st	\$76.20
NRC - Add'l	\$34.54
NRC - Disconnect Chg - 1 st	\$28.03
NRC - Disconnect Chg - Add'l	\$5.37
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.14
NRC - Incremental Charge--Manual Svc Order - Disconnect--1st	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect--Add'l	\$8.06
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$0.7831
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$93.40
NRC - 1 st	\$140.49
NRC - Add'l	\$106.69

NRC - Disconnect Chg - 1*	\$20.00
NRC - Disconnect Chg - Add'l	\$16.34
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.14
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	\$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	\$8.06
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1*	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1*	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1*	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1*	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	\$14.94
NRC - 1*	\$347.49
NRC - Add'l	\$59.75
NRC - Disconnect Chg - 1*	\$53.68
NRC - Disconnect Chg - Add'l	\$6.60
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect	\$11.40
Local Channel - Dedicated - 4-Wire VG	\$16.21
NRC - 1*	\$352.75
NRC - Add'l	\$61.33
NRC - Disconnect Chg - 1*	\$54.36
NRC - Disconnect Chg - Add'l	\$7.28
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect	\$11.40
Local Channel - Dedicated - DS1	\$43.80
NRC - 1*	\$348.56
NRC - Add'l	\$300.30
NRC - Disconnect Chg - 1*	\$24.15
NRC - Disconnect Chg - Add'l	\$21.31

NRC - Incremental Charge—Manual Svc Order	\$42.34
NRC - Incremental Charge—Manual Svc Order-Disconnect	\$19.48
Local Channel - Dedicated - DS3	NA
NRC - 1*	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1*	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1*	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC - Application Chg	NA
Virtual Collocation - Cable Installation Chg, per cable	NA
Virtual Collocation - Floor Space, per square feet	NA
Virtual Collocation - Floor Space Power, per ampere	NA
Virtual Collocation - Cable Support Structure, per entrance cable	NA
Virtual Collocation - 2-Wire Cross Connects	NA
NRC - 1*	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1*	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1*	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - 4-Wire Cross Connects	NA
NRC - 1*	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1*	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1*	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - DS1 Cross Connects	NA
NRC - 1*	NA
NRC - Add'l	NA
Virtual Collocation - DS3 Cross Connects	NA
NRC - 1*	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - basic, per ½ hour	
NRC - 1*	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - overtime, per ½ hour	
NRC - 1*	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - premium, per ½ hour	
NRC - 1*	NA
NRC - Add'l	NA

Intraoffice per mou	\$0.00209
Interoffice per mou (assumes 5 miles of transport)	\$0.00538
CALL TRANSFER AND TERMINATION	
End Office Switching, per mou	\$0.00209
Tandem Switching, per mou	NA
Tandem Switching (assumes 5 miles of transport per mou)	\$0.00430
Transport	UNE prices for shared/common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	variable
PERFORMANCE AND PROTECTION	
Per each four-fiber dry fiber arrangement, NRC 1 st	\$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	\$273.69
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	\$44.22
NRC - Disconnect - 1st	NA
NRC - Disconnect - Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	\$0.008375
<p>Notes:</p> <p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p> <p>(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.</p> <p>(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</p> <p>(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.</p> <p>(4) This rate element is for those states which have a specific rate for User Profile per B Channel.</p> <p>(5) This rate element is for use in those states with a different rate for additional minutes of use.</p> <p>(6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o</p>	

Optional Complex Features.

- (7) This charge is only applicable where signaling usage measurement or billing capability do not exist.

**MISSISSIPPI
PRICING**

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Mississippi Public Service Commission.

2. **Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Mississippi.

Residential Service: 15.75%

Business Service: 15.75%

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1. Unbundled local switching does not include vertical features.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and Bellsouth shall pay each other for the termination of local calls are set forth in Table 1.

**BELLSOUTH/CLEC RATES - MISSISSIPPI
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS**

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-1 st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	\$1.22
NRC - 1 st	\$2.84
NRC - Add'l	\$2.84
NRC - Disconnect Chg - 1 st	\$2.84
NRC - Disconnect Chg - Add'l	\$2.84
NRC - Incremental Charge - Manual Svc Ord - 1 st	\$25.52
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$11.34
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$16.06
NID per 4-Wire Analog VG Loop, Per Month	\$1.34
NRC - 1 st	\$2.84
NRC - Add'l	\$2.84
NRC - Disconnect Chg - 1 st	\$2.84
NRC - Disconnect Chg - Add'l	\$2.84
NRC - Incremental Charge - Manual Svc Ord - 1 st	\$25.52
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$11.34
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$16.06
NID per 2-Wire ISDN Digital VG Loop, Per Month	\$1.22
NRC - 1 st	\$2.84
NRC - Add'l	\$2.84
NRC - Disconnect Chg - 1 st	\$2.84
NRC - Disconnect Chg - Add'l	\$2.84
NRC - Incremental Charge - Manual Svc Ord - 1 st	\$25.52
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$11.34
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$16.06
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	\$1.22
NRC - 1 st	\$2.84
NRC - Add'l	\$2.84
NRC - Disconnect Chg - 1 st	\$2.84
NRC - Disconnect Chg - Add'l	\$2.84
NRC - Incremental Charge - Manual Svc Ord - 1 st	\$25.52
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$11.34
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$16.06
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	\$1.22
NRC - 1 st	\$2.84
NRC - Add'l	\$2.84
NRC - Disconnect Chg - 1 st	\$2.84
NRC - Disconnect Chg - Add'l	\$2.84
NRC - Incremental Charge - Manual Svc Ord - 1 st	\$25.52
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$11.34
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$16.06
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	\$1.34

NRC - 1 st	\$2.84
NRC - Add'l	\$2.84
NRC - Disconnect Chg - 1 st	\$2.84
NRC - Disconnect Chg - Add'l	\$2.84
NRC - Incremental Charge - Manual Svc Ord - 1 st	\$25.52
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$11.34
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$16.06
NID per 4-Wire 56 Kbps Dig Grade Loop	\$1.34
NRC - 1 st	\$2.84
NRC - Add'l	\$2.84
NRC - Disconnect Chg - 1 st	\$2.84
NRC - Disconnect Chg - Add'l	\$2.84
NRC - Incremental Charge - Manual Svc Ord - 1 st	\$25.52
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$11.34
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$16.06
NID per 4-Wire 64 Kbps Dig Grade Loop	\$1.34
NRC - 1 st	\$2.84
NRC - Add'l	\$2.84
NRC - Disconnect Chg - 1 st	\$2.84
NRC - Disconnect Chg - Add'l	\$2.84
NRC - Incremental Charge - Manual Svc Ord - 1 st	\$25.52
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$11.34
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$16.06
Nonrecurring Charge - customer transfer, feature additions, changes (1)	\$5.00
2-Wire Analog VG Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop, per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	
NRC - 1 st	\$21.26
NRC - Add'l	\$59.25
NRC - Add'l	\$43.67

NRC - Incremental Charge—Manual Service Order—1 st	\$25.52
NRC - Incremental Charge—Manual Service Order—Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$16.06
NRC - Disconnect Chg - 1 st	\$16.35
NRC - Disconnect Chg - Add'l	\$4.60
NRC - Order Coordination for Specified Conversion Time	\$45.27
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1 st	\$50.29
NRC - Add'l	\$50.29
NRC - Disconnect Chg - 1 st	\$12.64
NRC - Disconnect Chg - Add'l	\$12.64
2-Wire Analog VG Loop-SL2, per month	\$25.05
NRC - 1 st	\$144.01
NRC - Add'l	\$107.70
NRC - Incremental Charge—Manual Service Order—1 st	\$25.52
NRC - Incremental Charge—Manual Service Order—Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$16.06
NRC - Disconnect Chg - 1 st	\$40.98
NRC - Disconnect Chg - Add'l	\$26.95
NRC - Order Coordination for Specified Conversion Time	\$45.27
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	\$30.55
NRC - 1 st	\$289.06
NRC - Add'l	\$238.19
NRC - Incremental Charge—Manual Service Order—1 st	\$25.52
NRC - Incremental Charge—Manual Service Order—Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$16.06
NRC - Disconnect Chg - 1 st	\$108.14
NRC - Disconnect Chg - Add'l	\$57.28
NRC - Order Coordination for Specified Conversion Time	\$45.27
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	\$29.83
NRC - 1 st	\$326.38
NRC - Add'l	\$252.00
NRC - Incremental Charge—Manual Service Order—1 st	\$25.52
NRC - Incremental Charge—Manual Service Order—Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$16.06
NRC - Disconnect Chg - 1 st	\$108.14
NRC - Disconnect Chg - Add'l	\$57.27
NRC - Order Coordination for Specified Conversion Time	\$45.27
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	\$14.83
NRC - 1 st	\$504.82
NRC - Add'l	\$456.24

NRC - Incremental Charge--Manual Service Order--1 st	\$25.52
NRC - Incremental Charge--Manual Service Order--Add'l	\$11.34
NRC - Incremental Charge--Manual Svc Order--Disconnect	\$16.06
NRC - Disconnect Chg - 1 st	\$105.86
NRC - Disconnect Chg - Add'l	\$57.25
NRC - Order Coordination for Specified Conversion Time	\$45.27
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$11.60
NRC - 1 st	\$504.82
NRC - Add'l	\$456.24
NRC - Incremental Charge--Manual Service Order--1 st	\$25.52
NRC - Incremental Charge--Manual Service Order--Add'l	\$11.34
NRC - Incremental Charge--Manual Svc Order--Disconnect	\$16.06
NRC - Disconnect Chg - 1 st	\$105.86
NRC - Disconnect Chg - Add'l	\$57.25
NRC - Order Coordination for Specified Conversion Time	\$45.27
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$14.14
NRC - 1 st	\$531.21
NRC - Add'l	\$482.63
NRC - Incremental Charge--Manual Service Order--1 st	\$25.52
NRC - Incremental Charge--Manual Service Order--Add'l	\$11.34
NRC - Incremental Charge--Manual Svc Order--Disconnect	\$16.06
NRC - Disconnect Chg - 1 st	\$105.86
NRC - Disconnect Chg - Add'l	\$57.25
NRC - Order Coordination for Specified Conversion Time	\$45.27
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	\$69.59
NRC - 1 st	\$599.09
NRC - Add'l	\$373.90
NRC - Disconnect Chg - 1 st	\$133.53
NRC - Disconnect Chg - Add'l	\$56.25
NRC - Incremental Charge--Manual Svc Order-1st	\$25.52
NRC - Incremental Charge--Manual Svc Order-Add'l	\$11.34
NRC - Incremental Charge--Manual Svc Order-Disconnect	\$16.06
NRC - Order Coordination for Specified Conversion Time	\$48.17
4-Wire 56 Kbps Dig Grade Loop, per month	\$34.95
NRC - 1 st	\$489.00
NRC - Add'l	\$337.93
NRC - Incremental Charge--Manual Service Order--1 st	\$25.52
NRC - Incremental Charge--Manual Service Order--Add'l	\$11.34
NRC - Incremental Charge--Manual Svc Order--Disconnect	\$16.06
NRC - Disconnect Chg - 1 st	\$128.36
NRC - Disconnect Chg - Add'l	\$64.35
NRC - Order Coordination for Specified Conversion Time	\$45.27
4-Wire 64 Kbps Dig Grade Loop, per month	\$34.95
NRC - 1 st	\$489.00

NRC - Add'l	\$337.93
NRC - Incremental Charge—Manual Service Order—1 st	\$25.52
NRC - Incremental Charge—Manual Service Order—Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	\$16.06
NRC - Disconnect Chg - 1 st	\$128.36
NRC - Disconnect Chg - Add'l	\$64.35
NRC - Order Coordination for Specified Conversion Time	\$45.27
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1 st terminal	NA
NRC - add'l terminal	NA
Access Terminal Provisioning & 1 st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2 nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1 st	NA

Working Plug-in 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization System-Dig Loop Carrier per Mo. (DS1 to VG), per month	\$388.37
NRC - 1 st	\$421.76
NRC - Add'l	\$104.58
NRC - Disconnect Chg - 1 st	\$7.29
NRC - Disconnect Chg - Add'l	\$7.29
NRC - Incremental Charge—Manual Svc Order - 1 st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect	\$16.06
CO Channel Interface-2-Wire VG Per Circuit, Per Month	\$1.02
NRC - 1 st	\$26.23
NRC - Add'l	\$26.06
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	\$10.86
NRC - Disconnect Chg - Add'l	\$10.78
2-Wire Analog Line Port (Res., Bus.), per month	\$2.11
NRC - 1 st (all types)	\$22.98
NRC - Add'l (all types)	\$22.98
NRC - 1 st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1 st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1 st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1 st	\$6.56
NRC - Disconnect Chg - Add'l	\$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1 st	\$16.06
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	\$8.86
NRC - 1 st (all types)	\$44.40
NRC - Add'l (all types)	\$44.40
NRC - Disconnect Chg - 1st	\$19.68
NRC - Disconnect Chg - Add'l	\$19.68
NRC - Incremental Charge—Manual Svc Order - 1 st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1 st	\$16.06
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA

2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	\$5.42
NRC - 1 st (all types)	\$26.04
NRC - Add'l (all types)	\$26.04
NRC - Disconnect Chg - 1 st	\$8.20
NRC - Disconnect Chg - Add'l	\$8.20
NRC - Incremental Charge—Manual Svc Order - 1 st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect	\$16.06
4-Wire Analog VG Port, per month	\$9.60
NRC - 1 st	\$22.98
NRC - Add'l	\$22.98
NRC - Disconnect Chg - 1 st	\$6.56
NRC - Disconnect Chg - Add'l	\$6.56
NRC - Incremental Charge—Manual Svc Order - 1 st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect	\$16.06
2-Wire DID Port, per month	\$14.63
NRC - 1 st	\$83.09
NRC - Add'l	\$83.09
NRC - Disconnect Chg - 1 st	\$13.48
NRC - Disconnect Chg - Add'l	\$13.48
NRC - Incremental Charge—Manual Svc Order - 1 st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect	\$16.07
4-Wire DS1 Port w/DiD capability, per month	\$146.46
NRC - 1 st	\$117.81
NRC - Add'l	\$71.18
NRC - Disconnect Chg - 1 st	\$12.94
NRC - Disconnect Chg - Add'l	\$12.94
NRC - Incremental Charge—Manual Svc Order - 1 st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect	\$16.06
2-Wire ISDN Port(2) (3), per month	\$51.91
NRC - 1 st	\$63.59
NRC - Add'l	\$63.59
NRC - Disconnect Chg - 1 st	\$7.04
NRC - Disconnect Chg - Add'l	\$7.04
NRC - Incremental Charge—Manual Svc Order - 1 st	\$53.87
NRC - Incremental Charge—Manual Svc Order - Add'l	\$53.87
NRC - Incremental Charge—Manual Svc Order-Disconnect 1 st	\$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	\$11.34
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	\$213.21

NRC - 1 st	\$244.12
NRC - Add'l	\$244.12
NRC - Disconnect Chg - 1 st	\$53.32
NRC - Disconnect Chg - Add'l	\$53.32
NRC - Incremental Charge—Manual Svc Order - 1st	\$51.03
NRC - Incremental Charge—Manual Svc Order - Add'l	\$51.03
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	\$8.51
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	\$8.51
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	\$2.11
NRC - 1 st	\$22.98
NRC - Add'l	\$22.98
NRC - Disconnect Chg - 1 st	\$6.56
NRC - Disconnect Chg - Add'l	\$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1st	\$16.06
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	See features
NRC - 1 st	See features
NRC - Add'l	See features
Coin Port, per month	\$2.32
NRC - 1 st	\$22.98
NRC - Add'l	\$22.98
NRC - Disconnect Chg - 1 st	\$6.56
NRC - Disconnect Chg - Add'l	\$6.56
NRC - Incremental Charge—Manual Svc Order - 1 st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1st	\$16.06
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	\$1.32
NRC	\$1.02
NRC - Disconnect	\$0.5466
Customer Changeable Speed Calling, per month	\$0.0755
NRC	\$1.02
NRC - Disconnect	\$0.5466
Call Waiting	\$0.0330

NRC	\$1.02
NRC - Disconnect	\$0.5466
Remote Activation of Call Forwarding, per month	\$0.4859
NRC	\$1.02
NRC - Disconnect	\$0.5466
Cancel Call Waiting, per month	\$0.0082
NRC	\$1.02
NRC - Disconnect	\$0.5466
Automatic Callback, per month	\$0.9977
NRC	\$1.02
NRC - Disconnect	\$0.5466
Automatic Recall, per month	\$0.3164
NRC	\$1.02
NRC - Disconnect	\$0.5466
Calling Number Delivery, per month	\$0.1817
NRC	\$1.02
NRC - Disconnect	\$0.5466
Calling Number Delivery Blocking, per month	\$0.9913
NRC	\$1.02
NRC - Disconnect	\$0.5466
Customer Originated Trace, per month	\$0.1918
NRC	\$1.02
NRC - Disconnect	\$0.5466
Selective Call Rejection, per month	\$0.1721
NRC	\$1.02
NRC - Disconnect	\$0.5466
Selective Call Forwarding, per month	\$0.1050
NRC	\$1.02
NRC - Disconnect	\$0.5466
Selective Call Acceptance, per month	\$0.4010
NRC	\$1.02
NRC - Disconnect	\$0.5466
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	\$0.1271
NRC	\$1.02
NRC - Disconnect	\$0.5466
Call Forwarding Variable, per month	\$0.0474
NRC	\$1.02
NRC - Disconnect	\$0.5466
Call Forwarding Busy Line, per month	\$0.0279
NRC	\$1.02
NRC - Disconnect	\$0.5466
Call Forwarding Don't Answer All Calls, per month	\$0.0308
NRC	\$1.02
NRC - Disconnect	\$0.5466
Remote Call Forwarding, per month	\$1.47
NRC	\$1.02
NRC - Disconnect	\$0.5466
Call Transfer, per month	\$0.1404
NRC	\$1.02
NRC - Disconnect	\$0.5466
Call Hold, per month	\$0.0190
NRC	\$1.02

NRC - Disconnect	\$0.5466
Toll Restricted Service, per month	\$0.0387
NRC	\$1.02
NRC - Disconnect	\$0.5466
Message Waiting Indicator - Stutter Dial Tone, per month	\$0.0356
NRC	\$1.02
NRC - Disconnect	\$0.5466
Anonymous Call Rejection, per month	\$0.9519
NRC	\$1.02
NRC - Disconnect	\$0.5466
Shared Call Appearances of a DN, per month	\$0.5015
NRC	\$1.02
NRC - Disconnect	\$0.5466
Multiple Call Appearances, per month	\$0.0932
NRC	\$1.02
NRC - Disconnect	\$0.5466
ISDN Bridged Call Exclusion, per month	\$0.0013
NRC	\$1.02
NRC - Disconnect	\$0.5466
Call by Call Access, per month	\$50.89
NRC	\$28.61
NRC - Disconnect	\$5.16
Privacy Release, per month	\$0.0030
NRC	\$1.02
NRC - Disconnect	\$0.5466
Multi Appearance Directory Number Calls, per month	\$0.1115
NRC	\$1.02
NRC - Disconnect	\$0.5466
Make Set Busy, per month	\$0.0013
NRC	\$1.02
NRC - Disconnect	\$0.5466
Teen Service (Res. Dist. Alerting Service), per month	\$0.1071
NRC	\$1.02
NRC - Disconnect	\$0.5466
Code Restriction and Diversion, per month	\$0.0464
NRC	\$1.02
NRC - Disconnect	\$0.5466
Call Park, per month	\$0.0443
NRC	\$1.02
NRC - Disconnect	\$0.5466
Automatic Line, per month	\$0.1111
NRC	\$1.02
NRC - Disconnect	\$0.5466
ISDN Message Waiting Indication-Lamp, per month	\$0.0105
NRC	\$1.02
NRC - Disconnect	\$0.5466
ISDN Feature Function Buttons	NA
NRC	\$1.02
NRC - Disconnect	\$0.5466
Subsequent Ordering Charge - (per order, per line)	NA
NRC - Electronic - 1st	\$2.84
NRC - Electronic - Add'l	\$0.95
NRC - Manual - 1st	\$4.73

NRC - Manual - Add'l	\$0.95
NRC - Disconnect	\$2.84
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	\$0.0023771
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	\$0.0001927
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	\$0.0007834
Tandem Interoffice Trunk Port—Shared per mou	\$0.0002834
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	\$0.0000091
Common (Shared) Transport Facilities Termination per mou	\$0.0004281
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	\$0.0323
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	\$21.33
NRC - 1 st	\$106.72
NRC - Add'l	\$48.83
NRC - Disconnect Chg - 1 st	\$38.05
NRC - Disconnect Chg - Add'l	\$7.23
NRC - Incremental Charge—Manual Svc Order - 1st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	\$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	\$11.34
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	\$0.0323
Interoffice Transport - Dedicated - DS0 - facilities termination per month	\$20.64
NRC - 1 st	\$106.72
NRC - Add'l	\$48.83
NRC - Disconnect Chg - 1 st	\$38.05
NRC - Disconnect Chg - Add'l	\$7.23
NRC - Incremental Charge—Manual Svc Order - 1st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	\$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	\$11.34
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$0.6598
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$74.40
NRC - 1 st	\$196.28
NRC - Add'l	\$147.31
NRC - Disconnect Chg - 1 st	\$26.56
NRC - Disconnect Chg - Add'l	\$21.61
NRC - Incremental Charge—Manual Svc Order - 1st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	\$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	\$11.34
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	\$15.02
Interoffice Transport - Dedicated - DS3 - facilities termination per month	\$744.38
NRC - 1 st	\$686.74

NRC - Add'l	\$477.76
NRC - Disconnect Chg - 1 st	\$125.56
NRC - Disconnect Chg - Add'l	\$118.79
NRC - Incremental Charge—Manual Svc Order - 1st	\$64.97
NRC - Incremental Charge—Manual Svc Order - Add'l	\$64.97
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	\$27.08
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	\$27.08
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	\$17.83
NRC - 1 st	\$487.62
NRC - Add'l	\$84.35
NRC - Disconnect Chg - 1 st	\$77.69
NRC - Disconnect Chg - Add'l	\$8.95
NRC - Incremental Charge—Manual Svc Order - 1st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect	\$16.05
Local Channel - Dedicated - 4-Wire VG	\$19.03
NRC - 1 st	\$495.25
NRC - Add'l	\$86.56
NRC - Disconnect Chg - 1 st	\$78.58
NRC - Disconnect Chg - Add'l	\$9.84
NRC - Incremental Charge—Manual Svc Order - 1st	\$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect	\$16.05
Local Channel - Dedicated - DS1	\$38.91
NRC - 1 st	\$494.83
NRC - Add'l	\$435.28
NRC - Disconnect Chg - 1 st	\$46.85
NRC - Disconnect Chg - Add'l	\$33.02
NRC - Incremental Charge—Manual Svc Order	\$59.58
NRC - Incremental Charge—Manual Svc Order-Disconnect	\$27.41
Local Channel - Dedicated - DS3	\$533.33
NRC - 1 st	\$526.67
NRC - Add'l	\$493.71
NRC - Disconnect Chg - 1 st	\$42.41
NRC - Disconnect Chg - Add'l	\$40.87
NRC - Incremental Charge—Manual Svc Order - 1 st	\$31.49
NRC - Incremental Charge—Manual Svc Order - Add'l	\$31.49
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1 st	\$25.35
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	\$25.35

VIRTUAL COLLOCATION	
Virtual Collocation - NRC - Application Chg	FCC # 1
Virtual Collocation - Cable Installation Chg, per cable	FCC # 1
Virtual Collocation - Floor Space, per square feet	FCC # 1
Virtual Collocation - Floor Space Power, per ampere	FCC # 1
Virtual Collocation - Cable Support Structure, per entrance cable	FCC # 1
Virtual Collocation - 2-Wire Cross Connects	\$0.1121
NRC - 1*	\$30.93
NRC - Add'l	\$29.59
NRC - Disconnect Chg - 1*	\$12.76
NRC - Disconnect Chg - Add'l	\$11.43
NRC - Incremental Charge - Manual Svc Order - 1*	\$2.65
NRC - Incremental Charge - Manual Svc Order - Add'l	\$2.65
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1*	\$1.51
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	\$1.51
Virtual Collocation - 4-Wire Cross Connects	\$0.2242
NRC - 1*	\$31.17
NRC - Add'l	\$29.77
NRC - Disconnect Chg - 1*	\$12.83
NRC - Disconnect Chg - Add'l	\$11.43
NRC - Incremental Charge - Manual Svc Order - 1*	\$2.65
NRC - Incremental Charge - Manual Svc Order - Add'l	\$2.65
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1*	\$1.51
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	\$1.51
Virtual Collocation - DS1 Cross Connects	FCC # 1
NRC - 1*	FCC # 1
NRC - Add'l	FCC # 1
Virtual Collocation - DS3 Cross Connects	FCC # 1
NRC - 1*	FCC # 1
NRC - Add'l	FCC # 1
Virtual Collocation - Security Escort - basic, per ½ hour	
NRC - 1*	FCC # 1
NRC - Add'l	FCC # 1
Virtual Collocation - Security Escort - overtime, per ½ hour	
NRC - 1*	FCC # 1
NRC - Add'l	FCC # 1
Virtual Collocation - Security Escort - premium, per ½ hour	
NRC - 1*	FCC # 1
NRC - Add'l	FCC # 1
End Office Switching, per mou	
End Office Switching, per mou	\$0.0023771
Tandem Switching, per mou	\$0.0007834
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring,	
	BST State

associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
PER FOUR FIBER STRANDS PER FOOT OR FRACTION THEREOF, PER MONTH	
Per each four-fiber dry fiber arrangement, NRC 1*	\$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	\$273.69NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	\$44.22
NRC - Disconnect - 1*	NA
NRC - Disconnect - Add'l	NA
Per four fiber strands per foot or fraction thereof, per month	\$0.008375
<p>Notes:</p> <p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p> <p>(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.</p> <p>(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</p> <p>(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.</p> <p>(4) This rate element is for those states which have a specific rate for User Profile per B Channel.</p> <p>(5) This rate element is for use in those states with a different rate for additional minutes of use.</p> <p>(6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.</p> <p>(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.</p> <p>(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.</p>	

SOUTH CAROLINA

PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and South Carolina Public Service Commission.

2. Local Service Resale

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in South Carolina.

Residential Service	14.8%
Business Service:	14.8%

3. Unbundled Network Elements

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC RATES - SOUTH CAROLINA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-1*	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	\$1.13
NRC - 1*	\$1.36
NRC - Add'l	\$1.36
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$44.42
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$13.55
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	\$1.25
NRC - 1*	\$1.35
NRC - Add'l	\$1.35
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$44.06
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$13.55
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	\$1.13
NRC - 1*	\$1.36
NRC - Add'l	\$1.36
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$44.42
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$13.55
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	\$1.13
NRC - 1*	\$1.36
NRC - Add'l	\$1.36
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$44.42
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$13.55
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	\$1.13
NRC - 1*	\$1.36
NRC - Add'l	\$1.36
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$44.42
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$13.55
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	\$1.25
NRC - 1 st	\$1.35
NRC - Add'l	\$1.35
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$44.06
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$13.55
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	\$1.25
NRC - 1 st	\$1.35
NRC - Add'l	\$1.35
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$44.06
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$13.55
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	\$1.25
NRC - 1 st	\$1.35
NRC - Add'l	\$1.35
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$44.06
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$13.55
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
2-Wire Analog VG Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop, per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	\$22.49

NRC - 1 st	\$70.44
NRC - Add'l	\$44.05
NRC - Incremental Charge—Manual Service Order—1 st	\$44.42
NRC - Incremental Charge—Manual Service Order—Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$45.43
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1 st	\$62.10
NRC - Add'l	\$62.10
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	\$26.25
NRC - 1 st	\$178.12
NRC - Add'l	\$128.80
NRC - Incremental Charge—Manual Service Order—1 st	\$44.42
NRC - Incremental Charge—Manual Service Order—Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$45.43
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	\$35.86
NRC - 1 st	\$383.39
NRC - Add'l	\$286.77
NRC - Incremental Charge—Manual Service Order—1 st	\$44.06
NRC - Incremental Charge—Manual Service Order—Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$45.43
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	\$32.47
NRC - 1 st	\$423.04
NRC - Add'l	\$301.75
NRC - Incremental Charge—Manual Service Order—1 st	\$44.42
NRC - Incremental Charge—Manual Service Order—Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$45.43
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	\$20.81
NRC - 1 st	\$600.81
NRC - Add'l	\$507.33
NRC - Incremental Charge—Manual Service Order—1 st	\$44.42
NRC - Incremental Charge—Manual Service Order—Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$45.43
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$14.86
NRC - 1 st	\$600.61
NRC - Add'l	\$507.33
NRC - Incremental Charge—Manual Service Order—1 st	\$44.42
NRC - Incremental Charge—Manual Service Order—Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$45.43
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	\$19.73
NRC - 1 st	\$625.11
NRC - Add'l	\$532.78
NRC - Incremental Charge—Manual Service Order—1 st	\$44.06
NRC - Incremental Charge—Manual Service Order—Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$45.43
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	\$72.55
NRC - 1 st	\$715.77
NRC - Add'l	\$421.50
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-1st	\$43.77
NRC - Incremental Charge—Manual Svc Order-Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	\$48.47
4-Wire 56 Kbps Dig Grade Loop, per month	\$41.70
NRC - 1 st	\$602.73
NRC - Add'l	\$393.50
NRC - Incremental Charge—Manual Service Order—1 st	\$44.06
NRC - Incremental Charge—Manual Service Order—Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA

NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$45.43
4-Wire 64 Kbps Dig Grade Loop, per month	\$41.70
NRC - 1 st	\$602.73
NRC - Add'l	\$393.50
NRC - Incremental Charge—Manual Service Order—1 st	\$44.06
NRC - Incremental Charge—Manual Service Order—Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$45.43
Unbundled Loops via IDLC	NA
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1 st terminal	NA
NRC - add'l terminal	NA
Access Terminal Provisioning & 1 st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2 nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1 st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order—1 st	NA
NRC - Incremental Charge—Manual Svc Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	\$363.77
NRC - 1 st	\$426.32
NRC - Add'l	\$102.99
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	\$43.77
NRC - Incremental Charge—Manual Svc Order - Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	\$1.04
NRC - 1 st	\$35.75
NRC - Add'l	\$35.51
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog Line Port (Res., Bus.), per month	\$2.35
NRC - 1 st (all types)	\$24.98
NRC - Add'l (all types)	\$24.98
NRC - 1 st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1 st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1 st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	\$44.42
NRC - Incremental Charge—Manual Svc Order - Add'l	\$14.63
NRC - incremental Charge—Manual Svc Order - Disconnect - 1st	NA
NRC - incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	\$8.64
NRC - 1 st (all types)	\$61.22

NRC - Add'l (all types)	\$61.22
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	\$44.42
NRC - Incremental Charge—Manual Svc Order - Add'l	\$14.63
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	\$5.38
NRC - 1 st (all types)	\$29.51
NRC - Add'l (all types)	\$29.51
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	\$44.42
NRC - Incremental Charge—Manual Svc Order - Add'l	\$14.63
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	\$2.28
NRC - 1 st	\$3.50
NRC - Add'l	\$3.50
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	\$12.08
NRC - 1 st	\$50.00
NRC - Add'l	\$50.00
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	\$130.23
NRC - 1 st	\$60.00
NRC - Add'l	\$60.00
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	\$33.74
NRC - 1 st	\$65.79
NRC - Add'l	\$65.79
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	\$67.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$67.52
NRC - Incremental Charge—Manual Svc Order-Disconnect 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	\$38.68
NRC - 1 st	\$106.40
NRC - Add'l	\$106.40

NRC - Incremental Charge—Manual Svc Order - 1 st	\$67.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$67.52
2-Wire ISDN Port(2) (3) including three available features, per month	\$36.01
NRC - 1 st	\$70.32
NRC - Add'l	\$70.32
NRC - Incremental Charge—Manual Svc Order - 1 st	\$67.52
NRC - Incremental Charge—Manual Svc Order - Add'l	\$67.52
4-Wire ISDN DS1 Port, per month	\$214.79
NRC - 1 st	\$278.37
NRC - Add'l	\$278.37
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	\$65.48
NRC - Incremental Charge—Manual Svc Order - Add'l	\$65.48
NRC - Incremental Charge—Manual Svc Order-Disconnect 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	NA
4-Wire ISDN DS1 Port including all available features, per month	\$251.00
NRC - 1 st	\$311.73
NRC - Add'l	\$311.73
NRC - Incremental Charge—Manual Svc Order - 1 st	\$65.48
NRC - Incremental Charge—Manual Svc Order - Add'l	\$65.48
2-Wire Analog Line Port (PBX), per month	\$2.35
NRC - 1 st	\$24.36
NRC - Add'l	\$24.36
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	\$41.86
NRC - Incremental Charge—Manual Svc Order - Add'l	\$14.46
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	\$8.67
NRC - 1 st	\$60.60
NRC - Add'l	\$60.60
NRC - Incremental Charge—Manual Svc Order - 1 st	\$41.86
NRC - Incremental Charge—Manual Svc Order - Add'l	\$14.46
2-Wire Analog Line Port (PBX) including three available features, per month	\$5.38
NRC - 1 st	\$28.89
NRC - Add'l	\$28.89
NRC - Incremental Charge—Manual Svc Order - 1 st	\$41.86
NRC - Incremental Charge—Manual Svc Order - Add'l	\$14.46
2-Wire Analog Hunting, per line per month	See features
NRC - 1 st	See features
NRC - Add'l	See features
Coin Port, per month	\$2.77
NRC - 1 st	\$24.75
NRC - Add'l	\$24.75
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	\$43.48
NRC - Incremental Charge—Manual Svc Order - Add'l	\$14.57
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA

Vertical Features	
Local Switching Features offered with Port, Per month	See above
Three-Way Calling, per month	\$1.10
NRC	\$1.51
NRC - Disconnect	NA
Customer Changeable Speed Calling, per month	\$1.247
NRC	\$1.51
NRC - Disconnect	NA
Call Waiting	\$0.665
NRC	\$1.51
NRC - Disconnect	NA
Remote Activation of Call Forwarding, per month	\$0.3743
NRC	\$1.51
NRC - Disconnect	NA
Cancel Call Waiting, per month	\$0.0099
NRC	\$1.51
NRC - Disconnect	NA
Automatic Callback, per month	\$0.8015
NRC	\$1.51
NRC - Disconnect	NA
Automatic Recall, per month	\$0.3102
NRC	\$1.51
NRC - Disconnect	NA
Calling Number Delivery, per month	\$0.3272
NRC	\$1.51
NRC - Disconnect	NA
Calling Number Delivery Blocking, per month	\$0.3684
NRC	\$1.51
NRC - Disconnect	NA
Customer Originated Trace, per month	\$0.1402
NRC	\$1.51
NRC - Disconnect	NA
Selective Call Rejection, per month	\$0.1528
NRC	\$1.51
NRC - Disconnect	NA
Selective Call Forwarding, per month	\$0.1287
NRC	\$1.51
NRC - Disconnect	NA
Selective Call Acceptance, per month	\$0.3283
NRC	\$1.51
NRC - Disconnect	NA
Multiline Hunt Service (Rotary)	\$0.1301
Service per line, (in addition to port), per month	
NRC	\$1.51
NRC - Disconnect	NA
Call Forwarding Variable, per month	\$0.0768
NRC	\$1.51
NRC - Disconnect	NA
Call Forwarding Busy Line, per month	\$0.0603
NRC	\$1.51
NRC - Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	\$0.0655

NRC	\$1.51
NRC - Disconnect	NA
Remote Call Forwarding, per month	\$1.41
NRC	\$1.51
NRC - Disconnect	NA
Call Transfer, per month	\$1.392
NRC	\$1.51
NRC - Disconnect	NA
Call Hold, per month	\$0.677
NRC	\$1.51
NRC - Disconnect	NA
Toll Restricted Service, per month	\$0.743
NRC	\$1.51
NRC - Disconnect	NA
Message Waiting Indicator - Stutter Dial Tone, per month	\$0.318
NRC	\$1.51
NRC - Disconnect	NA
Anonymous Call Rejection, per month	\$1.13
NRC	\$1.51
NRC - Disconnect	NA
Shared Call Appearances of a DN, per month	\$3.513
NRC	\$1.47
NRC - Disconnect	NA
Multiple Call Appearances, per month	\$0.891
NRC	\$1.47
NRC - Disconnect	NA
ISDN Bridged Call Exclusion, per month	\$0.013
NRC	\$1.47
NRC - Disconnect	NA
Call by Call Access, per month	\$3.621
NRC	\$33.36
NRC - Disconnect	NA
Privacy Release, per month	\$0.116
NRC	\$1.51
NRC - Disconnect	NA
Multi Appearance Directory Number Calls, per month	\$1.048
NRC	\$1.51
NRC - Disconnect	NA
Make Set Busy, per month	\$0.101
NRC	\$1.51
NRC - Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	\$2.149
NRC	\$1.51
NRC - Disconnect	NA
Code Restriction and Diversion, per month	\$0.708
NRC	\$1.51
NRC - Disconnect	NA
Call Park, per month	\$0.694
NRC	\$1.51
NRC - Disconnect	NA
Automatic Line, per month	\$1.179
NRC	\$1.51

NRC - Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	\$ 0138
NRC	\$1.47
NRC - Disconnect	NA
ISDN Feature Function Buttons	
NRC	\$1.51
NRC - Disconnect	NA
Subsequent Ordering Charge - (per order, per line)	
NRC - Electronic - 1st	\$1.36
NRC - Electronic - Add'l	\$.71
NRC - Manual - 1st	\$7.35
NRC - Manual - Add'l	\$.95
NRC - Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	\$.0019295
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	\$.0002581
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	\$.0006843
Tandem Interoffice Trunk Port—Shared per mou	\$.0004034
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	\$.0000121
Common (Shared) Transport Facilities Termination per mou	\$.0004672
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	\$.0373
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	\$21.42
NRC - 1*	\$136.44
NRC - Add'l	\$51.37
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1*	\$39.63
NRC - Incremental Charge—Manual Svc Order - Add'l	\$39.63
NRC - Incremental Charge—Manual Svc Order-Disconnect—1*	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	\$.0373
Interoffice Transport - Dedicated - DS0 - facilities termination per month	\$20.71
NRC - 1*	\$136.44
NRC - Add'l	\$51.37
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1*	\$39.63
NRC - Incremental Charge—Manual Svc Order - Add'l	\$39.63
NRC - Incremental Charge—Manual Svc Order-Disconnect—1*	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$.7598
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$94.98
NRC - 1*	\$216.27

NRC - Add'l	\$162.70
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	\$39.63
NRC - Incremental Charge—Manual Svc Order - 1*	\$39.63
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—1*	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	\$40.00
Interoffice Transport - Dedicated - DS3 - facilities termination per month	\$600.00
NRC - 1*	\$67.19
NRC - Add'l	\$67.19
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	NA
Unbundled Exchange Access IOG	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1*	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1*	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1*	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	\$16.83
NRC - 1*	\$554.00
NRC - Add'l	\$88.58
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$43.75
NRC - Incremental Charge—Manual Svc Order - Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	\$18.05
NRC - 1*	\$562.46
NRC - Add'l	\$91.57
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	\$43.75
NRC - Incremental Charge—Manual Svc Order - Add'l	\$13.55
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	\$37.20
NRC - 1*	\$534.81
NRC - Add'l	\$462.81
NRC - Disconnect Chg - 1*	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order	\$87.99
NRC - Incremental Charge—Manual Svc Order-Disconnect	\$3.11
Local Channel - Dedicated - DS3	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC - Application Chg	NA
Virtual Collocation - Cable Installation Chg, per cable	NA
Virtual Collocation - Floor Space, per square feet	NA
Virtual Collocation - Floor Space Power, per ampere	NA
Virtual Collocation - Cable Support Structure, per entrance cable	NA
Virtual Collocation - 2-Wire Cross Connects	\$0.1024
NRC - 1 st	\$41.50
NRC - Add'l	\$38.94
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	\$5.16
NRC - Incremental Charge - Manual Svc Order - Add'l	\$5.16
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - 4-Wire Cross Connects	\$0.2047
NRC - 1 st	\$41.56
NRC - Add'l	\$38.90
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	\$5.12
NRC - Incremental Charge - Manual Svc Order - Add'l	\$5.12
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - DS1 Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - DS3 Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - basic, per ½ hour	
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - overtime, per ½ hour	
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - premium, per ½ hour	
NRC - 1 st	NA

NRC - Add'l	NA
End Office Switching, per mou	\$.0019295
Tandem Switching, per mou	\$.0006843
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
Per each four-fiber dry fiber arrangement, NRC 1^a	\$2,406.00
Per each four-fiber dry fiber arrangement, NRC Add'l	\$765.30
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	\$72.45
NRC - Incremental Charge - Manual Svc Order - 1st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
<p>Notes:</p> <p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p> <p>(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.</p> <p>(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</p> <p>(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Bona Fide Request Process.</p> <p>(4) This rate element is for those states which have a specific rate for User Profile per B Channel.</p> <p>(5) This rate element is for use in those states with a different rate for additional minutes of use.</p> <p>(6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.</p> <p>(7) This charge is only applicable where signaling usage measurement or billing</p>	

<p>capability does not exist.</p> <p>(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.</p>	
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TENNESSEE
PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. General Principles

All services currently provided hereunder (including resold Local Services), Local Interconnection, Network Elements and Ancillary Functions and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Tennessee Regulatory Authority.

2. Local Service Resale

The prices that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discounts will apply to all Telecommunications Services available for resale in Tennessee:

Telecommunications Services with Operator and Directory Assistance Service:	16.00%
Telecommunications Services without Operator and Directory Assistance Service:	21.56%

3. Unbundled Network Elements

The interim prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The interim prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

**BELLSOUTH/CLEC INTERIM RATES - TENNESSEE
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS
(Certain rates are subject to true up)**

NID	
NID (all types), per month	\$0.56
Installation of 2-Wire/4-Wire CLEC NID, NRC - 1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC - Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA

NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
2-Wire Analog VG Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	
NRC - 1 st	NA
NRC - Add'l	NA
COPIES - DURING 1998	

2-Wire Analog VG Loop, per month	\$18.00
NRC - 1 st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1 st	NA
NRC - Add'l -	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$55.00
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	\$18.00
NRC - 1 st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	\$18.00
NRC - 1 st	BST GSST A4.3.1

NRC - Add'l	BST GSST A4 3 1
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	TBD
NRC - 1 st	TBD
NRC - Add'l	TBD

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-1st	NA
NRC - Incremental Charge—Manual Svc Order-Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1 st - -	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	\$9.79
NRC - 1 st	\$587.00
NRC - Add'l	\$255.00
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	\$9.23
NRC - 1 st	\$587.00
NRC - Add'l	\$255.00
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA

Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	\$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	\$225.00
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1 st terminal	\$98.00
NRC - add'l terminal	\$65.00
Access Terminal Provisioning & 1 st 25 pair panel, per terminal, NRC	\$110.00
Existing Access Terminal Provisioning, 2 nd 25 pair panel, per terminal, NRC	\$35.00
UNTW Pair Provisioning, per pair, NRC	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	\$55.00
Manual Service Order, NRC	\$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1 st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	
NA	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	\$493.00
NRC - 1 st	\$525.00
NRC - Add'l	\$525.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	
NRC - 1 st	\$1.46
NRC - Add'l	\$8.00
NRC - Add'l	\$8.00
NRC - Incremental Charge—Manual Service Order—1 st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING PORTS	
2-Wire Analog Line Port (Res., Bus.), per month	\$1.90

NRC - 1* (all types)	BST GSST A4.3.1
NRC - Add'l (all types)	BST GSST A4.3.1
NRC - 1* (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1* (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1* (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1*	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1* (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1*	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - 1*	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1* (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1*	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	NA
NRC - 1*	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	\$12.68
NRC - 1*	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA

4-Wire DS1 Port w/DID capability, per month	\$120.00
NRC - 1 st	To be Negotiated
NRC - Add'l	To be Negotiated
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	\$1.90
NRC - 1 st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	\$308.00
NRC - 1 st	To be negotiated
NRC - Add'l	To be negotiated
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1 st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1 st - -	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1 st	NA
NRC - Add'l	NA
Coin Port, per month	\$1.90
NRC - 1 st	BST GSST A4.3.1
NRC - Add'l	BST GSST. A4.3.1
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Waiting	NA
NRC	NA
NRC - Disconnect	NA
Remote Activation of Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Recall, per month	NA

NRC	NA
NRC - Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiline Hunt Service (Rotary)	NA
Service per line, (in addition to port) , per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC - Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC - Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC - Disconnect	NA
Message Waiting Indicator - Stutter Dial Tone, per month	NA
NRC	NA
NRC - Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA

NRC - Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Bridged-Call Exclusion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC - Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC - Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC - Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC - Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC - Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC - Disconnect	NA
Subsequent Ordering Charge - (per order, per line)	NA
NRC - Electronic - 1 st	NA
NRC - Electronic - Add'l	NA
NRC - Manual - 1 st	NA
NRC - Manual - Add'l	NA
NRC - Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	\$.0019
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA

Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	\$0.000676
Tandem Interoffice Trunk Port-Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	\$0.00004
Common (Shared) Transport Facilities Termination per mou	\$0.00036
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1*	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - 1st	NA
NRC - Incremental Charge-Manual Svc Order - Add'l	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-Add'l	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	\$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	\$38.37
NRC - 1*	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - 1st	NA
NRC - Incremental Charge-Manual Svc Order - Add'l	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$90.00
NRC - 1*	\$100.49
NRC - Add'l	\$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - 1st	NA
NRC - Incremental Charge-Manual Svc Order - Add'l	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order-Disconnect-Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1*	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1*	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - 1st	NA

NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect—Add'l	NA
Unbundled Exchange Access IOG	
0-8 Miles, Fixed per month	\$27.00
Per mile per month	\$1.90
NRC - 1st	\$96.00
NRC - Add'l	\$96.00
9-25 Miles, Fixed per month	\$27.00
Per mile per month	\$1.90
NRC - 1st	\$96.00
NRC - Add'l	\$96.00
Over 25 Miles, Fixed per month	\$27.00
Per mile per month	\$1.90
NRC - 1st	\$96.00
NRC - Add'l	\$96.00
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	\$133.81
NRC - 1 st	\$868.97
NRC - Add'l	\$486.83
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS3	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1 st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1 st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA

Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC - Application Chg	NA
Virtual Collocation - Cable Installation Chg, per cable	NA
Virtual Collocation - Floor Space, per square feet	NA
Virtual Collocation - Floor Space Power, per ampere	NA
Virtual Collocation - Cable Support Structure, per entrance cable	NA
Virtual Collocation - 2-Wire Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - 4-Wire Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 st	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - DS1 Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - DS3 Cross Connects	NA
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - basic, per ½ hour	
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - overtime, per ½ hour	
NRC - 1 st	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - premium, per ½ hour	
NRC - 1 st	NA
NRC - Add'l	NA
End Office Switching, per mou	\$0.0019
Tandem Switching, per mou	\$0.000678
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport

	apply as appropriate
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
Per each four-fiber dry fiber arrangement, NRC 1*	\$1,808.19
Per each four-fiber dry fiber arrangement, NRC Add'l	\$922.95
Per each fiber strand per route mile or fraction thereof, per month	\$241.00
Per four fiber strands, per route mile or fraction thereof, per month	NA
NRC - Disconnect - 1st	NA
NRC - Disconnect - Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
<p>Notes:</p> <p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p> <p>(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.</p> <p>(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</p> <p>(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/Bona Fide Request/New Business Request Process.</p> <p>(4) This rate element is for those states which have a specific rate for User Profile per B Channel.</p> <p>(5) This rate element is for use in those states with a different rate for additional minutes of use.</p> <p>(6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.</p> <p>(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.</p> <p>(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.</p> <p>(9) Prices for AIN to be determined upon development of mediation device.</p> <p>(10) Price for Line Class Codes for Selective Routing shall be determined by the TRA.</p>	

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* These reports are subject to change due to regulatory requirements and/or to correct errors, etc.

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PRE-ORDERING AND ORDERING OSS

Function:	Average Response Interval for Pre-Ordering and Ordering Legacy Information & OSS Interface Availability
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, product and feature availability, and the validity of the street address. Typically, this type of information is gathered from the supporting OSS's while the customer (or potential customer) is on the telephone with the customer service agent. This information may be gathered via stand-alone pre-order inquiries or as part of the ordering function. Pre-ordering/ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for the CLEC interface systems to obtain from legacy systems the pre-ordering/ordering information necessary to establish and modify service. This measurement also captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.
Measurement Methodology:	<p>1. Average OSS Response Interval = $\frac{\text{Sum} \{(\text{Date \& Time of Legacy Response}) - (\text{Date \& Time of Request to Legacy})\}}{(\text{Number of Legacy Requests During the Reporting Period})}$</p> <p>The response interval for retrieving pre-order/order information from a given legacy is determined by summing the response times for all requests (contracts) submitted to the legacy during the reporting period and then dividing by the total number of legacy requests for the reporting period. The response interval starts when the client application (LENS for CLECs; RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period that take less than 2.3 seconds and the number that take more than 6 seconds are also captured.</p> <p>Definition: Average response time for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs).</p> <p>2. OSS Interface Availability = $\frac{(\text{Actual Availability})}{(\text{Scheduled Availability})} \times 100$</p> <p>Definition: Percent of time OSS interface is actually available compared to scheduled availability. Availability percentages for CLEC interface systems and for all legacy systems accessed by them are captured.</p>

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PRE-ORDERING AND ORDERING OSS

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • Not CLEC specific. • Not product/service specific. • Regional Level 	<ul style="list-style-type: none"> • None
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope 	<ul style="list-style-type: none"> • Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISNET	Feature/Svc	x	x	x	x
OASIS	OASISBSN	Feature/Svc	x	x	x	x
OASIS	OASISCAR	Feature/Svc	x	x	x	x
OASIS	OASISLPC	Feature/Svc	x	x	x	x
OASIS	OASISMTN	Feature/Svc	x	x	x	x
OASIS	OASISOCP	Feature/Svc	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HALCRIS	CSR	x	x	x	x
COFFI	COFIUSOC	Feature/Svc	x	x	x	x
P/SIMS	PSIMSORB	Feature/Svc	x	x	x	x

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PRE-ORDERING AND ORDERING OSS

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x

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ORDERING

Function:	Ordering
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to applicable BST results, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary.
Measurement Methodology:	<p>1. Percent Flow-through Service Requests = \sum (Total Number of valid Service Requests that flow-through to the BST OSS) / (Total Number of valid Service Requests delivered to BST OSS) X 100.</p> <p>Definition: <u>Percent Flow-through Service Requests</u> measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98). • BST mechanized order tracking. <p>2. Percent Rejected Service Requests = \sum (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.</p> <p>Definition: <u>Percent Rejected Service Requests</u> is the percent of total orders received rejected due to error or omissions.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests • BST retail report not applicable. <p>3. Reject Interval = \sum [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period). Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.</p> <p>Definition: <u>Reject Interval</u> is the average reject time from receipt of service order request to distribution of rejection.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable.

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ORDERING

<p>Measurement Methodology:</p>	<p>4. Firm Order Confirmation Timeliness = $\sum [(\text{Date and Time of Firm Order Confirmation}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Confirmed in Reporting Period})$</p> <p>Definition: <u>Interval for Return of a Firm Order Confirmation (FOC Interval)</u> is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. <p>5. Speed of Answer in Ordering Center = $\sum (\text{Total time in seconds to reach LCSC}) / (\text{Total \# of Calls})$ in Reporting Period.</p> <p>Definition: Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor. • Mechanized tracking through BST retail center support systems.
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ORDERING

<p>Reporting Dimensions:</p> <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate (Where Applicable) • State, Region and further geographic disaggregation as required by State Commission Order. • ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standards. • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. 	<p>Excluded Situations:</p> <ul style="list-style-type: none"> • Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
<p>Data Retained Relating to CLEC Experience:</p> <ul style="list-style-type: none"> • Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State, Region and further geographic disaggregation as required by State Commission Order. 	<p>Data Retained Relating to BST Performance:</p> <ul style="list-style-type: none"> • Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State, Region and further geographic disaggregation as required by State Commission Order.

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PROVISIONING

Function:	Average Completion Interval and Order Completion Interval Distribution
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.
Measurement Methodology:	<p>1. Average Completion Interval = $\sum [(\text{Completion Date \& Time}) - (\text{Order Issue Date \& Time})] / (\text{Count of Orders Completed in Reporting Period})$</p> <p>2. Order Completion Interval Distribution = $\sum (\text{Service Orders Completed in "X" days}) / (\text{Total Service Orders Completed in Reporting Period}) \times 100$</p> <p>The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST issues a FOC or SOC's date time stamp receipt of a order from the CLEC to BST's actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period.</p> <p>The distribution of completed orders is determined by first counting, for each specified reporting dimension, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. For each reporting dimension, the resulting count of orders completed for each specified time period following the issue date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. D&F orders are excluded from this measurement. BellSouth does not have established intervals for these orders. The customer chooses their disconnect date including 0 day disconnect.</p> <p>Definition: Average time from issue date of service order to actual order completion date.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized metric from ordering system.

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<p>Reporting Dimensions:</p> <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic disaggregation as required by State Commission Order. • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories are not applicable to trunks. • Product Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<p>Excluded Situations:</p> <ul style="list-style-type: none"> • Canceled Service Orders • Initial Order when supplemented by CLEC • Order Activities of BST associated with internal or administrative use of local services • D & F orders
<p>Data Retained Relating to CLEC Experience:</p> <ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • State, Region and further geographic disaggregation as required by State Commission Order 	<p>Data Retained Relating to BST Performance:</p> <ul style="list-style-type: none"> • Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • State, Region and further geographic disaggregation as required by State Commission Order

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PROVISIONING

Function:	Held Order Interval Distribution and Mean Interval
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Measurement Methodology:	<p>1. Mean Held Order Interval = \sum (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.</p> <p>This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. <i>Held orders due to end-user reasons are included and identified in this report.</i> For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.</p> <p>2. Held Order Distribution Intervals</p> <p>(# of Orders Held for \geq 90 days) / (Total # of Orders Pending But Not Completed) X 100.</p> <p>(# of Orders Held for \geq 15 days) / (Total # of Orders Pending But Not Completed) X 100.</p> <p>This "percentage orders held" measure is complementary to the held order interval but is designed to reflect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days are counted, unless otherwise noted as an exclusion. The total number of pending and past due orders are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days.</p> <p>Definition: Average time orders continue in a "non-complete" state for an extended period of time.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized metric from ordering system.

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<p>Reporting Dimensions:</p> <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic disaggregation as required by State Commission Order • Product Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<p>Excluded Situations:</p> <ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services.
<p>Data Retained Relating to CLEC Experience:</p> <ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • State, Region and further geographic disaggregation as required by State Commission Order 	<p>Data Retained Relating to BST Performance:</p> <ul style="list-style-type: none"> • Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • State, Region and further geographic disaggregation as required by State Commission Order

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PROVISIONING

Function:	Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.
Measurement Overview:	When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. There is no equivalent BST analog for Average Jeopardy & Percent Orders Given Jeopardy Notices.
Measurement Methodology:	<p>3a. Average Jeopardy Interval = $[\sum (\text{Date and Time of Scheduled Due Date on Service Order}) - (\text{Date and Time of Jeopardy Notice})] / [\text{Number of Orders in Jeopardy in Reporting Period}]$.</p> <p>3b. Numbers of Orders Given Jeopardy Notices in Reporting Period/Number of Orders Completed in Reporting Period.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • State, Region and further geographic disaggregation as required by State Commission Order • Product Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE 	<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement • Orders held for CLEC end user reasons
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type 	<ul style="list-style-type: none"> • No BST Analog Exists

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PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	<p>4. Percent Missed Installation Appointments = $\frac{\sum (\text{Number of Orders missed in Reporting Period})}{(\text{Number of Orders Completed in Reporting Period})} \times 100$</p> <p>Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. <i>Missed Appointments caused by end-user reasons will be included and reported separately.</i></p> <p>Definition: Percent of orders where completion's are not done by due date. See "Exclude Situations" for orders not included in this measurement</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized metric from ordering system <p>5. % Provisioning Troubles within 30 days of Service Order Activity = $\frac{\sum (\text{Trouble reports on all completed orders} \leq 30 \text{ days following service order(s) completion})}{(\text{All Service Orders in a calendar month})} \times 100$</p> <p>Definition: Measures the quality and accuracy of completed orders</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized metric from ordering and maintenance systems.

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PROVISIONING

<p>Reporting Dimensions:</p> <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks <ul style="list-style-type: none"> • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<p>Excluded Situations:</p> <ul style="list-style-type: none"> • Orders canceled by the CLEC • Order Activities of BST associated with internal or administrative use of local services.
<p>Data Retained Relating to CLEC Experience:</p> <ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region, and further geographic dissagregation as required by State Commission Order 	<p>Data Retained Relating to BST Performance:</p> <ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region, and further geographic dissagregation as required by State Commission Order

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PROVISIONING

Function:	Coordinated Customer Conversions
Measurement Overview:	This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement only applies to service orders with and without LNP, with and without INP and where the CLEC has requested BST to provide a coordinated cut-over.
Measurement Methodology:	6. Average Coordinated Customer Conversion Interval = $[\sum \{(\text{Completion Date and Time for Cross Connection of an Unbundled Loop}) - \text{Disconnection Date and Time of an Unbundled Loop}\}] / \text{Total Number of Unbundled Loop Orders for the reporting period.}$

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • State, Region and further geographic disaggregation as required by State Commission Order • Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Any order where the CLEC has not requested a coordinated cut over • Unbundled Loops where there is no existing subscriber loop
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Committed Due Date • Service Type • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP orders) 	<ul style="list-style-type: none"> • No BST Analog Exists

Coordinated Customer Conversions

	Average Interval
UNE Loops without LNP	X
UNE Loops with LNP	X
UNE Loops without INP	X
UNE Loops with INP	X

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PROVISIONING

Function:	Average Completion Notice Interval
Measurement Overview:	The receipt of a completion notice by the CLEC from BST informs the carrier that their formal relationship with a customer has begun. This is useful to the CLEC in that it lets them know that they can begin with activities such as billing the customer for service.
Measurement Methodology:	<p>7. Average Completion Notice Interval = $\Sigma[(\text{Date \& Time of Notice of Completion}) - (\text{Date \& Time of Work Completion})] / (\text{Number of Orders Completed in Reporting Period})$</p> <p>Definition: The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. There is no equivalent BST Retail Measurement.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • Under Development 	<ul style="list-style-type: none"> • Under Development
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Under Development 	<ul style="list-style-type: none"> • N/A

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MAINTENANCE & REPAIR

Function:	OSS Response Interval
Measurement Overview:	This measure is designed to monitor the time required for the CLEC interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. This measure also addresses the availability of the OSS interface for repair and maintenance.
Measurement Methodology:	<p>1. OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100</p> <p>Definition: This measure shows the percentage of time the OSS interface is actually available compared to scheduled availability. Availability percentages for the CLEC and BST interface systems and for legacy systems accessed by them are captured.</p> <p>Methodology: Mechanized reports from OSSs.</p> <p>2. OSS Response Interval = Access Times in Increments of Less Than or Equal to 4 Seconds, Greater Than 4 Seconds but Less Than or Equal to 10 Seconds, Less Than or Equal to 10 Seconds, Greater Than 10 Seconds, or Greater Than 30 Seconds.</p> <p>Definition: Response intervals are determined by subtracting the time a request is submitted from the time the response is received. Percentages of requests falling into the categories listed above are reported, along with the actual number of requests falling into those categories. This measure provides a method to compare BST and CLEC response times for accessing the legacy data needed for maintenance & repair functions.</p> <p>Methodology: Mechanized reports from OSSs.</p>

Function:	Average Answer Time - Repair Centers
Measurement Overview:	This measure monitors that BST's handling of support center calls from CLECs are comparable with support center calls by BST's retail customers.
Measurement Methodology:	<p>1. Average Answer Time for BST's Repair Centers = (Total time in seconds for BST's Repair Centers response) / (Total number of calls) by reporting period</p> <p>Definition: This measure demonstrates an average response time for the CLEC to contact a BST representative</p> <p>Methodology: Mechanized report from Repair Centers Automatic Call Distributors.</p>

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MAINTENANCE & REPAIR

Function:	Missed Repair Appointments
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
Measurement Methodology:	<p>2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100.</p> <p>Definition: Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.</p> <p>Methodology: Mechanized metric from maintenance database(s).</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Product Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request • BST trouble reports associated with internal or administrative service
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order 	<ul style="list-style-type: none"> • Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order

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MAINTENANCE & REPAIR

Function:	Customer Trouble Report Rate
Measurement Overview:	This measure can be used to establish the frequency (rate) of customer trouble reports and employed to compare CLEC with BST results.
Measurement Methodology:	<p>1. Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100. Note: Local Interconnection Trunks are reported only as total troubles.</p> <p>The Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total number of "service access lines" existing for CLECs and BST respectively at the end of the report period.</p> <p>Definition: Initial and repeated customer direct or referred troubles reported within a calendar month (Where cause is not in carrier equipment) per 100 lines/circuits in service.</p> <p>Methodology: Mechanized metric for trouble reports and lines in service.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Product Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period 	<ul style="list-style-type: none"> • Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period

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MAINTENANCE & REPAIR

Function:	Quality of Repair & Time to Restore
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.
Measurement Methodology:	<p>3. Maintenance Average Duration = (Total Duration Time from the Receipt to the Clearing of Trouble Reports) / (Total Closed Troubles) in reporting period</p> <p>4. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Closed Troubles) in reporting period X 100</p> <p>5. Out of Service (OOS) > 24 Hours = (Total Troubles OOS > 24 Hours) / (Total OOS Troubles) X 100</p> <p>Definition: For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours.</p> <p>For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported.</p> <p>For Average Duration: Average time from the receipt of a trouble until the trouble is cleared.</p> <p>Methodology: Mechanized metric from maintenance database(s).</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic disaggregation as required by State Commission Order • Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<ul style="list-style-type: none"> • Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic disaggregation 	<ul style="list-style-type: none"> • Report Month • Total Troubles • Percentage of Customer Troubles Out of Service > 24 Hours • Total and Percent Repeat Trouble Reports with 30 Days • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic

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as required by State Commission Order	disaggregation as required by State Commission Order
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BILLING

Function:	Invoice Accuracy & Timeliness
Measurement Overview:	The accuracy of billing invoices delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	<p>1. Invoice Accuracy = [(Total Billed Revenues during current month) - (Total Adjustment Revenues during current month) / Total Billed Revenues during current month] x 100</p> <p>This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month.</p> <p>2. Mean Time to Deliver Invoices = $\Sigma[(\text{Invoice Transmission Date}) - (\text{Date of Scheduled Bill Close})] / (\text{Count of Invoices Transmitted in Reporting Period})$</p> <p>This measure provides the mean interval for billing invoices. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days.</p> <p>Objective: Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	<ul style="list-style-type: none"> • Any invoices rejected due to formatting or content errors • Adjustments not related to billing errors (e.g., credits for service outage)
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Monthly • Invoice Type <ul style="list-style-type: none"> ■ Resale ■ Unbundled Element Invoices (UNE) ■ Interconnection 	<ul style="list-style-type: none"> • Report Monthly • Retail Type <ul style="list-style-type: none"> ■ CRIS ■ CABS

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BILLING

Function:	Usage Data Delivery Accuracy, Timeliness & Completeness
Measurement Overview:	The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	<p>1. Usage Data Delivery Accuracy = (Total number of usage data packs sent during current month) - (Total number of usage data packs requiring retransmission during current month) / Total number of usage data packs sent during current month</p> <p>This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission.</p> <p>2. Usage Data Delivery Completeness = (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message(usage record) create date) / (Total number of Recorded usage records delivered during the current month)</p> <p>This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) processed and transmitted to the CLEC within thirty (30) days of the message (usage record) create date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS.</p> <p>3. Usage Data Delivery Timeliness = (Total number of usage records sent within six(6) calendar days from initial recording/receipt) / (Total number of usage records sent)</p> <p>This measurement provides percentage of recorded usage data(BellSouth recorded and usage recorded by other carriers) delivered to the appropriate CLEC within six (6) calendar days from initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS.</p> <p>Objective: The purpose of these measurements is to demonstrate the level of quality and timeliness of processing and transmission of both types of usage data (BellSouth recorded and usage recorded by other carriers) to the appropriate CLEC.</p> <p>Methodology: The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC. Timeliness and completeness measures are reported on the same report.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate 	<ul style="list-style-type: none"> • None
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ■ BellSouth Recorded ■ Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type

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OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Function:	Speed to Answer Performance
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services with Toll Assisted Calls or Directory Assistance on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers, for equivalent local services. The same facilities and operators are used to handle BST and CLEC customer calls, as well as inbound call queues that will not differentiate between BST & CLEC service.
Measurement Methodology:	<p>1. Average Speed to Answer (Toll) = $\Sigma (\text{Total Call Waiting Seconds}) / (\text{Total Calls Served})$</p> <p>2. Percent Answered within "X" Seconds (Toll) = Derived by converting the Average Speed to Answer (Toll) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than thirty seconds.</p> <p>3. Average Speed to Answer (DA) = $\Sigma (\text{Total Call Waiting Seconds}) / (\text{Total Calls Served})$</p> <p>4. Percent Answered within "X" Seconds (DA) = Derived by converting the Average Speed to Answer (DA) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than twenty seconds.</p> <p>Definition: Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame.</p> <p>Methodology: The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers.</p> <p>The Percent Answered within thirty and twenty seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within thirty/twenty seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates.</p> <p>Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.</p>

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OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Reporting Dimensions: <ul style="list-style-type: none">• Toll Assistance (Toll) in Aggregate• Directory Assistance (DA) in Aggregate• State	Excluded Situations: <ul style="list-style-type: none">• Calls abandoned by customers prior to answer by the BST Toll or DA operator
Data Retained (On Aggregate Basis): <ul style="list-style-type: none">• Month• Call Type (Toll or DA)• Average Speed of Answer	

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E911

Function:	Timeliness and Accuracy
Measurement Overview:	<ul style="list-style-type: none"> • BellSouth's goal is to maintain 100% accuracy in the E911 database for all its CLEC resale and retail customers by correctly processing all orders for E911 database updates. The E911 database update process ensures that the CLECs' updates are handled in parity with BST's updates. BST uses Network Data Mover (NDM) to transmit both CLEC resale and BST retail E911 updates to SCC (third party E911 database vendor) once per day for the entire region. No processing distinctions are made between CLEC records and BST records. SCC's goal is to process these updates within 24 hours. • CLECs ordering unbundled switching and facilities-based CLEC E911 providers are responsible for the accuracy of their data that is input into the E911 database. Facilities-based CLEC record updates are transmitted by the CLEC directly to SCC without any BST involvement and are not included in the monthly SQM reports. • When BST retail or resale records experience errors in SCC's system, the errors are handled by either BST or SCC and processed within 24 hours. • BellSouth in conjunction with SCC provides accuracy and timeliness measurements for BST and its CLEC resale customers.
Measurement Methodology:	<p>1. E911 Timeliness = [(Number of Record Updates) / (Number of Submitted Record Updates)] X 100</p> <p>Definition: Measures the percentage of E911 database updates processed within a 24-hour period. Based upon completed service order activity within the 24 hour period, one batch per end office is transmitted daily by BST to SCC.</p> <p>Methodology: Mechanized metric from SCC's E911 database.</p> <p>2. E911 Accuracy = [(Number of Record Updates with No Initial Errors) / (Total Number of Record Updates)] X 100</p> <p>Definition: Measures the percentage of E911 database updates processed by SCC with no initial errors.</p> <p>Methodology: Mechanized metric from SCC's 911 database.</p> <p>3. E911 Mean Interval = E911 Mean Interval = Sum [(Date and Time of E911 Service Request Completion) - (Date and Time of E911 Service Request Acknowledgement)] / (Number of Service Requests Completed in Reporting Period)</p> <p>Definition: Measures the mean interval of E911 database updates.</p> <p>Methodology: Mechanized metric from SCC's E911 database.</p>

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E911

<p>Reporting Dimensions:</p> <ul style="list-style-type: none"> • BST Aggregate (Includes CLEC resale customers) • State, Region and further geographic disaggregation as required by State Commission Order 	<p>Excluded Situations:</p> <ul style="list-style-type: none"> • Any order canceled by the CLEC. • Order Activities of BST associated with internal or administrative use of local services • Facilities-based CLEC Orders.
<p>Data Retained Relating to CLEC Experience:</p> <ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity • State, Region and further geographic disaggregation as required by State Commission Order 	<p>Data Retained Relating to BST Performance:</p> <ul style="list-style-type: none"> • Report Month • Error Type • Average number of error • Standard Order Activity • State, Region and further geographic disaggregation as required by State Commission Order

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TRUNK GROUP PERFORMANCE

Function:	Interconnection Trunk Performance
Measurement Overview:	-In order to ensure quality service to the CLECs as well as protect the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	<p>1. Trunk Group Service Summary: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate.</p> <p>Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours.</p> <p>2. Trunk Group Service Detail: Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN).</p> <p>Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%.</p> <p>Measured Blocking = $\frac{\text{Total number of Blocked Calls}}{\text{Total number of Attempted Calls}} \times 100$</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State, Region and further geographic disaggregation as required by State Commission Order 	<ul style="list-style-type: none"> • Trunk Groups for which valid traffic data measurement unavailable.
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region and further geographic disaggregation as required by State Commission Order • Exception Trunk detail 	<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region and further geographic disaggregation as required by State Commission Order • Exception Trunk detail

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TRUNK GROUP PERFORMANCE

Trunking Definitions

Field Name	Description	Data Type
Switch	Identifier for the BellSouth end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
POT	Identifier for the CLEC Point of Termination(POT)of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric
HR	Time of day when the maximum observed blocking was recorded.	Numeric
TKS	Total number of trunks in service in a trunk group	Numeric
VAL DAYS	Total number of valid days of measurement	Numeric
NBR RPTS	Number of consecutive monthly reports for which the trunk group exceeded the measured blocking threshold	Numeric(2)
RMKS	Cause of blocking and/or release plan	AlphaNum

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Collocation

Function:	Response Interval, Provisioning Interval and Timeliness for Providing Collocation Space to a CLEC in a BellSouth Central Office.
Measurement Overview:	Collocation is the placement of customer-owned equipment in BellSouth Central Offices for interconnecting to BellSouth's tariffed services and unbundled network elements. BellSouth offers both Virtual and Physical Collocation and will report its performance on these offerings separately. The milestones in the process for which measurements will be provided are: the average time to respond to a request after we have the complete application; the average time between receiving the bona fide firm order until the space is made available to the CLEC; and the percentage of due dates on firm orders missed.
Measurement Methodology:	<p>1. Average Response Time = $\sum (\text{Request Response Date \& Time}) - (\text{Request Submission Date \& Time}) / \text{Count of Responses Returned in Reporting Period.}$</p> <p>Definition: Measures the average time from the receipt of a complete and accurate Collocation Request (including receipt of Application Fees) to the date BellSouth responds in writing.</p> <p>Methodology: Manual</p> <p>2. Average Arrangement Time = $\sum (\text{Date \& Time Collocation Arrangement is Complete}) - (\text{Date \& Time Order for Collocation Arrangement submitted}) / \text{Total Numbers of Collocation Arrangements Completed during Reporting Period.}$</p> <p>Definition: Measures the Average Time from the receipt of complete and accurate Firm Order (including Fees) to date BellSouth completes the Collocation Arrangement [Called "BellSouth complete date". Assumes space and construction complete and network infrastructure complete.]</p> <p>Methodology: Manual</p> <p>3. % of Due Dates Missed = $(\text{Number of Orders not completed w/i ILEC committed Due Date during reporting period}) / (\text{Number of Orders completed in reporting period}) \times 100.$</p> <p>Definition: Measures the percent of Collocation space request, including construction and network infrastructure, that are not complete on the due date.</p> <p>Methodology: Manual</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical 	<ul style="list-style-type: none"> • Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Application Submission Date 	<ul style="list-style-type: none"> • Report Month • Application • Application Response

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- | | |
|---|---|
| <ul style="list-style-type: none"> • Firm Order Submission Time • Space Acceptance Date | <ul style="list-style-type: none"> • Firm Order • BST Completion Date |
|---|---|

Appendix A: Reporting Scope

<p>Standard Service Groupings</p>	<p><u>Pre-Order, Ordering</u></p> <ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP <p><u>Provisioning</u></p> <ul style="list-style-type: none"> • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail <p><u>Maintenance and Repair</u></p> <ul style="list-style-type: none"> • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail <p><u>Local Interconnection Trunk Group Blockage</u></p> <ul style="list-style-type: none"> • BST CTTG Trunk Groups • CLEC Trunk Groups
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Appendix A: Reporting Scope

<p>Standard Service Order Activities</p> <p><i>These are the generic BST CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.</i></p>	<ul style="list-style-type: none"> • New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
<p>Pre-Ordering Query Types:</p>	<ul style="list-style-type: none"> • Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
<p>Report Levels</p>	<ul style="list-style-type: none"> • CLEC State • CLEC Region • CLEC MSA • Aggregate CLEC State • Aggregate CLEC Region • Aggregate CLEC MSA • BST State • BST Region • BST MSA

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Appendix B: Glossary of Acronyms and Terms

A	<p>ACD</p> <p>AGGREGATE</p> <p>ASR</p> <p>ATLAS</p> <p>ATLASTN</p>	<p>Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.</p> <p>Sum total of all items in like category. e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.</p> <p>Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.</p> <p>Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.</p> <p>ATLAS software contract for Telephone Number</p>
B	<p>BILLING</p> <p>BOCRIS</p> <p>BRC</p> <p>BST</p>	<p>The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.</p> <p>Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.</p> <p>Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.</p> <p>BellSouth Telecommunications, Inc.</p>
C	<p>CKTID</p> <p>CLEC</p> <p>CMDS</p> <p>COFFI</p> <p>COFIUSOC</p> <p>CRIS</p> <p>CRSACCTS</p> <p>CSR</p> <p>CTTG</p>	<p>A unique identifier for elements combined in a service configuration</p> <p>Competitive Local Exchange Carrier</p> <p>Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.</p> <p>Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.</p> <p>COFFI software contract for feature/service information</p> <p>Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.</p> <p>CRIS software contract for CSR information</p> <p>Customer Service Record</p> <p>Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.</p>
D	<p>DESIGN</p> <p>DISPOSITION & CAUSE</p> <p>DLETH</p> <p>DLR</p> <p>DOE</p> <p>DSAP</p>	<p>Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities</p> <p>Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.</p> <p>Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS</p> <p>Detail Line Record - All the basic information maintained on a line record in LMOS. e.g. name, address, facilities, features etc.</p> <p>Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.</p> <p>DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.</p>

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DSAPDDI

DSAP software contract for schedule information

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E	E911 EDI	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number. Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FLOW-THROUGH FOC	In the context of this document, orders that are processed mechanically without human intervention. Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.
G		
H	HAL HALCRIS	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS. HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC LEGACY SYSTEM LENS LEO LESOG LMOS LMOS HOST LMOSupd LNP LOOPS LSR	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations. Term used to refer to BellSouth Operations Support Systems (see OSS) Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs. Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format. Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology. Loop Maintenance Operations System - A BellSouth Operations System which stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities. LMOS host computer LMOS updates Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider. Transmission paths from the central office to the customer premises. Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR MARCH	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved. A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

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N	NC	"No Circuits" - All circuits busy announcement
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Appendix B: Glossary of Acronyms and Terms

O	<p>OASIS</p> <p>OASISBSN</p> <p>OASISCAR</p> <p>OASISLPC</p> <p>OASISMTN</p> <p>OASISNET</p> <p>OASISOCP</p> <p>ORDERING</p> <p>OSPCM</p> <p>OSS</p> <p>OUT OF SERVICE</p>	<p>Obtain Availability Services Information System - A BellSouth front-end processor which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.</p> <p>OASIS software contract for feature/service</p> <p>OASIS software contract for feature/service</p> <p>OASIS software contract for feature/service</p> <p>OASIS software contract for feature/service</p> <p>OASIS software contract for feature/service</p> <p>OASIS software contract for feature/service</p> <p>OASIS software contract for feature/service</p> <p>The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.</p> <p>Outside Plant Contract Management System - Provides Scheduling Information.</p> <p>Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.</p> <p>Customer has no dial tone and cannot call out.</p>
P	<p>POTS</p> <p>PREDICTOR</p> <p>PREORDERING</p> <p>PROVISIONING</p> <p>PSIMS</p> <p>PSIMSORB</p>	<p>Plain Old Telephone Service</p> <p>The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.</p> <p>The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.</p> <p>The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.</p> <p>Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.</p> <p>PSIMS software contract for feature/service</p>
Q		
R	<p>RNS</p> <p>RRC</p> <p>RSAG</p> <p>RSAGADDR</p>	<p>Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.</p> <p>Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.</p> <p>Regional Street Address Guide - The BellSouth database which contains street addresses validated to be accurate with state and local governments.</p> <p>RSAG software contract for address search</p>

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RSAGTN	RSAG software contract for telephone number search
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Appendix B: Glossary of Acronyms and Terms

S	SOCS SOIR	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process. Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI TN	Trouble Analysis Facilitation Interface - The BellSouth Operations System which supports trouble receipt center personnel in taking and handling customer trouble reports. Telephone Number
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

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Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of November 20, 1998, that would equate to over 600 audits per year and that number is continually growing. BellSouth is in the process of developing a proposed set of reasonable controls associated with individual CLEC audits. In addition, BellSouth will conduct a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years, to be conducted by an independent third-party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. the cost be borne 50% by BellSouth and 50% by the CLECs
2. the independent third party auditor shall be selected with input from both BellSouth and the CLECs
3. the scope of the audit shall be jointly determined by BellSouth and the CLECs.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

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ORDERING AND PROVISIONING

The rates, terms and conditions contained within this Exhibit were negotiated as a whole and each rate, term and condition within the Exhibit is interdependent upon the other rates, terms and conditions.

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to e●spire that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM (excluding holidays)

(Resale/UNE non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM (excluding holidays)

(Resale/UNE non coordinated orders)

All other e●spire requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of extra-ordinary billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide e●spire access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record

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information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. e.spire agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that e.spire will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows e.spire to report and monitor service troubles and obtain repair services. BellSouth shall offer e.spire service trouble reporting in a non-discriminatory manner that provides e.spire the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides e.spire an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers e.spire access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
- 2.5 Migration of e.spire to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to e.spire with sufficient notice to allow e.spire to

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make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

- 2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachment 11 of this agreement.

3. **Miscellaneous Ordering and Provisioning Guidelines**

- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by e.spire will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if e.spire wishes to reinstate an order, e.spire may be required to submit a new service order.

- 3.2 Single Point of Contact. e.spire will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by e.spire to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. e.spire and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by e.spire to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify e.spire that such an order has been processed, but will not be required to notify e.spire in advance of such processing.

- 3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a

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customer or a customer's CLEC at the same address served by the denied facility.

- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
 - 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
 - 3.3.1.2 Reuse the serving facility for the retail, resale service, or unbundled network element at the same location.
 - 3.3.1.3 Notify eospire subsequent to the disconnect order being completed.
- 3.4 Contact Numbers. The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

PARTIAL SETTLEMENT AGREEMENT

This Partial Settlement Agreement ("Agreement") is made and entered into this 19th day of April, 1999, by and between e.spire Communications, Inc. ("e.spire"), and BellSouth Telecommunications, Inc. ("BellSouth").

WHEREAS, e.spire has initiated complaint proceedings against BellSouth before the Georgia Public Service Commission, Docket 9281-U; the Florida Public Service Commission, Docket 981008-TP; and the Kentucky Public Service Commission, Docket 9281-U; and has filed a demand for arbitration with the American Arbitration Association, 16 Y 1999 00111 98, regarding BellSouth's reciprocal compensation obligations in Alabama, Louisiana, Mississippi and South Carolina (hereinafter referred to as the "Complaint Proceedings");

WHEREAS, in the Complaint Proceedings, e.spire alleges that it is entitled under its Interconnection Agreement with BellSouth, dated July 25, 1996, to select a reciprocal compensation rate for the termination of local traffic from another Interconnection Agreement:

WHEREAS, BellSouth denies e.spire's allegations;

WHEREAS, e.spire also has filed for arbitration concerning a replacement interconnection agreement in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee ("Arbitration Proceedings"), and that one of the issues in the arbitration concerns the applicable reciprocal compensation rates for the termination of local traffic;

WHEREAS, the parties have entered into an amendment to their agreement ("Amendment") which will establish applicable reciprocal compensation rates on a going forward basis;

WHEREAS, the parties desire to resolve the dispute between them concerning the applicable reciprocal compensation rates prior to the effective date of the Amendment;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Reciprocal Compensation Rates.

1.1 In the event that reciprocal compensation is due for the termination of local traffic under the Agreement, the parties agree that the following reciprocal compensation rates will apply: (a) the opt-in reciprocal compensation rates set forth in Schedule 1.1 from the date the 2 million minute of use out of balance threshold has been met, if ever, until August 31, 1998; (b) \$.004 per minute of use from September 1, 1998, until December 31, 1998; and (c) Commission-approved rates for the transport and termination of local traffic from January 1, 1999 until the effective date of the Amendment.

1.2 Nothing herein shall be construed as an acknowledgment that reciprocal compensation is due either party for traffic terminated on the other party's network prior to September 1, 1998. Each party expressly reserves the right to challenge in the Complaint Proceedings whether the 2 million minute of use out of balance threshold was met prior to September 1, 1998, as well as whether traffic to Internet Service Providers should be considered in calculating this threshold, and neither party waives its right to seek reconsideration or appeal of these issues. The Parties preserve their right to seek regulatory or judicial resolution of the issue of whether calls to ISPs constitute "local" traffic for reciprocal compensation purposes.

2. Confidentiality

2.1 e.spire and BellSouth, and their respective counsel and agents, agree that they shall never disclose for any purpose to any third person or entity, the terms, conditions, or content of this Agreement or any negotiations or other matters relating thereto, except as may be required by law, rule or order of a court or regulatory body of competent jurisdiction, or to enforce the terms of this Agreement.

2.2 e.spire and BellSouth each acknowledge that violation of this confidentiality provision would cause the other party irreparable injury for which it would have not adequate remedy at law, and the injured party shall be entitled to preliminary and other injunctive relief against any such violation. Such injunctive relief shall be in addition to any other remedies or rights that the injured party may have a law or in equity.

3. Dismissal Of The Arbitrations And Waiver Of Challenge

3.1 Upon execution of this Agreement by the parties, e.spire shall file written notice with the various state commissions dismissing the Arbitration Proceedings.

3.2 For the purposes of Section 1.1(a) above, BellSouth agrees to forgo any challenge to e.spire's selection of a reciprocal compensation rate for the termination of local traffic from another Interconnection Agreement, with the understanding that no reciprocal compensation will be paid for terminating local traffic in any given state prior to September 1, 1998 unless a court, regulatory body, or arbitration panel of competent jurisdiction determines that the 2 million minute of use out of balance threshold was met in that state.

4. Enforcement Of The Settlement Agreement

4.1 If either party materially breaches any provision of this Agreement, the non-breaching party may commence an action to enforce the terms of the Agreement.

4.2 If any such action is commenced in a court or before a regulatory body, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, as determined by the court or regulatory body.

5. Miscellaneous Provisions.

5.1 e.spire and BellSouth understand and agree that this settlement is made in compromising disputed claims in the Complaint Proceeding. The terms of this Agreement are not to be construed as an admission of liability or responsibility by BellSouth, and such liability and responsibility is expressly denied. This Settlement Agreement and the statements contained here may not be cited as precedent in any other matter or proceeding or in any future dealings between the parties.

5.2 In the event one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such a determination shall not affect any other provision of this Agreement.

5.3 No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed by the parties.

5.4 The parties state that they have carefully read the within and foregoing Settlement Agreement and know and understand the contents thereof, and that they execute the same as their own free act and deed.

WHEREFORE, the parties hereto have caused their authorized representatives to bind them by entering into this Agreement which is effective, as of the date last signed.

BellSouth Telecommunications, Inc.

By: _____

Title: _____

Date: _____

e.spire Communications, Inc.

By: _____

Title: _____

Date: _____