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July 15, 2009

Mr. Walter L. Thomas, Jr. Secretary
Alabama Public Service Commission
RSA Union Building – 8th Floor
100 N. Union Street
Montgomery, AL 36104



Re: Approval of an AMENDMENT to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc., d/b/a AT&T Alabama ("AT&T Alabama") and Nexus Communications, Inc., d/b/a TSI, Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act")

Original Agreement Effective Date:	June 9, 2004
Amendment Effective Date:	March 11, 2006
CLEC Certification No.:	29384

Dear Mr. Thomas:

Pursuant to Section 252(e) of the Act, AT&T Alabama and **Nexus Communications, Inc., d/b/a TSI** are submitting to the Alabama Public Service Commission ("Commission"), an amendment to their agreement for the interconnection of their networks and the unbundling of specific network elements offered by AT&T Alabama. The agreement was negotiated pursuant to Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T Alabama and **Nexus Communications, Inc., d/b/a TSI** 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.

Sincerely yours,

Francis B. Semmes

FBS/mhs

cc: APSC Telecommunications Service List (via email)

**Amendment to the Agreement
Between
Nexus Communications, Inc dba TSI
and
BellSouth Telecommunications, Inc.
Dated June 09, 2004**

Pursuant to this Amendment, (the "Amendment"), Nexus Communications, Inc dba TSI (Nexus), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 09, 2004 (Agreement).

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

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

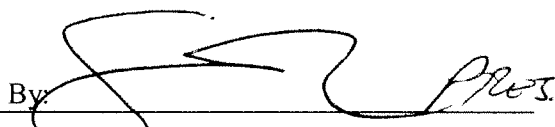
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

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

7. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Nexus Communications, Inc dba TSI

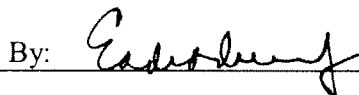
By: 

Name: STEVEN FENKER

Title: PRESIDENT

Date: 6/1/09

**BellSouth Telecommunications Inc,
d/b/a AT&T Alabama by AT&T
Operations, Inc., its authorized agent**

By: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 7-13-09

Resale OCN

UNE OCN

Switch Based OCN

ALABAMA

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Issue 1 – What is the appropriate language to implement the FCC’s transition plan for: (1) switching; (2) high-capacity loops; and (3) dedicated transport as detailed in the FCC’s TRRO, issued February 4, 2005?

1. Transition for DS1 and DS3 Loops

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

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- 1.6 Transition Period Pricing. From March 11, 2005, through the expiration of the Transition Period, BellSouth shall charge/collect a rate for Nexus's Embedded Base and Nexus's Excess DS1 and DS3 Loops equal to the higher of:
 - 1.6.1 115% of the rate paid for that element on June 15, 2004; or
 - 1.6.2 115% of any new rate the Commission establishes between June 16, 2004 and March 11, 2005.
 - 1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.
- 1.7 If Nexus fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to the Commission-established switch-as-is charge of \$5.59. Full nonrecurring and installation charges shall apply where physical changes to circuits are necessary.
- 1.8 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Nexus's customers' service.
- 2. Dark Fiber Loop
 - 2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Nexus to utilize Dark Fiber Loops.
 - 2.2 Transition for Dark Fiber Loop
 - 2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
 - 2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for Nexus as of March 11, 2005 and/or added during the Transition Period

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

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tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to the Commission-established switch-as-is charge of \$5.59.

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

3. Dedicated Transport and Dark Fiber Transport

- 3.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by Nexus, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Nexus. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 3.2 below, BellSouth shall not be required to provide to Nexus unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

3.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

- 3.2.1 For purposes of this Section 3.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 3.2.2 For purposes of this Section 3.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Nexus as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order in those wire centers that, as of such date, met the criteria set forth in Sections 3.2.5.1 or 3.2.5.2 below. Subsequent disconnects and/or loss of End Users shall be removed from the Embedded Base.
- 3.2.3 For purposes of this Section 3.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Nexus as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order. Subsequent disconnects and/or loss of customers shall be removed from the Embedded Base.
- 3.2.4 For purposes of this Section 3.2, Excess DS1 and DS3 Dedicated Transport means those Nexus DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order, in

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excess of the caps set forth in Section 3.2.5.3. Subsequent disconnects and/or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

- 3.2.5 Nexus may obtain access to the following:
 - 3.2.5.1 DS1 Transport except on routes connecting a pair of wire centers, where both wire centers contain at least four (4) fiber-based collocators or at least 38,000 Business access lines.
 - 3.2.5.2 DS3 Transport except on routes connecting a pair of wire centers, each of which contains at least three (3) fiber-based collocators or at least 24,000 Business access lines.
 - 3.2.5.3 Nexus may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.
- 3.2.6 The Initial Non-Impaired Wire Center List adopted by the Commission setting forth the wire centers meeting the criteria set forth in Sections 3.2.5.1 and 3.2.5.2 above, is available on BellSouth's Interconnection Web site.
- 3.2.7 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Nexus's Embedded Base of DS1 and DS3 Dedicated Transport and for Nexus's Excess DS1 and DS3 Dedicated Transport, as described in this Section 3.2, equal to the higher of:
 - 3.2.7.1 115% of the rate paid for that element on June 15, 2004; or
 - 3.2.7.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
 - 3.2.7.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.2.7.
 - 3.2.7.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Nexus's Embedded Base Entrance Facilities as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 3.2.7.
- 3.2.8 If Nexus failed to submit the spreadsheet(s) identifying its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify Nexus's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated

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- Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the Commission-established switch-as-is charge of \$5.59. Full nonrecurring and installation charges shall apply where physical changes to circuits are necessary.
- 3.2.9 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Nexus's customers' service.
- 3.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 3.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 3.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 3.3.2 For purposes of this Section 3.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 3.3.3 For purposes of this Section 3.3, Embedded Base means Dark Fiber Transport that was in service for Nexus as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order in those wire centers that, as of such date, met the criteria set forth in 3.3.5 below. Subsequent disconnects and/or loss of End Users shall be removed from the Embedded Base.
- 3.3.4 For purposes of this Section 3.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for Nexus as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order in those wire centers that, as of such date, met the criteria set forth in 3.3.5 below. Subsequent disconnects and/or loss of End Users shall be removed from the Embedded Base.
- 3.3.5 Nexus may obtain access to the following:
- 3.3.5.1 Dark Fiber Transport except on routes connecting a pair of wire centers, each of which contains at least three (3) fiber-based collocators or 24,000 Business access lines.

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- 3.3.6 The Initial Non-Impaired Wire Center List adopted by the Commission setting forth the wire centers meeting the criteria set forth in Section 3.3.5 above, is available on BellSouth's Interconnection Web site.
- 3.3.7 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Nexus's Embedded Base and Embedded Base Dark Fiber Entrance Facilities equal to the higher of:
- 3.3.7.1 115% of the rate paid for that element on June 15, 2004; or
- 3.3.7.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 3.3.7.3 These rates shall be as set forth in Exhibit A Attachment 2 of the Agreement and this Section 3.3.7.
- 3.3.7.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for Nexus's Embedded Base Entrance Facilities as set forth in this Section 3.3.7.
- 3.3.8 No later than September 10, 2006 Nexus shall strive to submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 15. Nexus may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a Nexus chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within Nexus's total special access circuits and apply any discounts to which Nexus is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.
- 3.3.9 If Nexus submits the spreadsheets specified in Section 3.3.8 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.
- 3.3.10 If Nexus fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify Nexus's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent

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tariffed BellSouth service(s) subject to the Commission-approved switch-as-is charge of \$5.59. Full nonrecurring and installation charges shall apply where physical changes to circuits are necessary.

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

Issue 4 –What is the appropriate language to implement BellSouth’s obligation to provide Section 251 unbundled access to high-capacity loops and dedicated transport and how should the following terms be defined? (i) Business Line; (ii) Fiber-Based Collocator; (iii) Building (iv) route; (v) Is a CLEC entitled to obtain DS3 transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers? (vi) is a CLEC entitled to obtain dark fiber transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers?

4. (i) Business Line

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

4.2 (ii) Fiber-Based Collocation

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

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incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

4.3 (iii) Building

- 4.3.1. For purposes of this Attachment 2, a “Building” is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building’s tenants must pass would be a single “building” for purposes of this Attachment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

4.4 (iv) Route

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

5. In the event that (1) BellSouth designates a wire center as non-impaired, (2) Nexus converts existing UNEs to other services or orders new services as services other than UNEs, (3) Nexus otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC’s non-impairment criteria, then upon request of Nexus, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund Nexus the difference between the rate paid by Nexus for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

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

6. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop which meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
7. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include 2-wire and 4-wire HDSL-Compatible Loops.

Issue 10 – Transition of De-listed Network Elements To Which No Specified Transition Period Applies. What rates terms and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period,; and (b) what is the appropriate transition period, and what are the appropriate rates, terms and conditions during such transition period, for unbundled high-capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

8. Except to the extent expressly provided otherwise in this Attachment, Nexus may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Amendment (collectively "Arrangements"). In the event BellSouth determines that Nexus has in place any Arrangements after the Effective Date of this Amendment, BellSouth will provide Nexus with written notice that such Arrangements must be converted or disconnected within thirty (30) days of the receipt of such notice. The written notice provided by BellSouth must identify, by circuit identification number(s), the specific Arrangement(s) which BellSouth insists must be converted or disconnected. Those circuits identified by Nexus within such thirty (30) day period shall be converted subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If Nexus fails to dispute BellSouth's claims or fails to submit orders to disconnect or convert such

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Arrangements within the established thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the Commission-established switch-as-is rate. The full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs will not apply to such conversions. However, the applicable recurring tariff charges shall apply to each circuit upon conversion.

Issue 5 – a) Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's Section 251 non-impairment criteria for high-capacity loops and transport is appropriate?

b) What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment criteria for high-capacity loops and transport?

c) What language should be included in agreements to reflect the procedures identified in (b)?

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

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

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

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

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

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BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

- 9.5 Subsequent disconnects and/or lost End Users shall be removed from the Subsequent Embedded Base.
- 9.6 The rate that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period shall be the rate paid for that element at the time of the CNL posting, plus 15%.
- 9.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, Nexus shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Nexus chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within Nexus's total special access circuits and apply any discounts to which Nexus is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
 - 9.7.1 If Nexus submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charge.
 - 9.7.2 If Nexus fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Nexus's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the switch-as-is rate established by the Commission.
 - 9.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Nexus's customers' service.
- 9.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future
 - 9.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 3.3.5 above, but that were not included in the Initial Non-Impaired Wire Center List adopted by the Commission, BellSouth shall include such additional wire

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centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

- 9.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process by Nexus. BellSouth may review the self-certification claim of Nexus and seek dispute resolution through the Commission if needed. During the dispute resolution period, the applicable DS1 or DS3 loop rate will not change unless ordered by the Commission. Upon the Commission's resolution of the dispute, said rates will be trued up if necessary, to the time BellSouth provisioned in the order in question.
- 9.8.3 For purposes of Section 9.8, BellSouth shall make available dark fiber transport that was in service for Nexus in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 9.8.4 Subsequent disconnects and/or lost End Users shall be removed from the Subsequent Embedded Base.
- 9.8.5 The rate that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period shall be the rate paid for that element at the time of the CNL posting, plus 15%.
- 9.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List Nexus shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Nexus chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within Nexus's total special access circuits and apply any discounts to which Nexus is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 9.8.6.1 If Nexus submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is charge.

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- 9.8.6.2 If Nexus fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Nexus's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the switch-as-is charge established by the Commission.
- 9.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Nexus's customers' service.

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

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

Issue 14 – What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

12. Commingling of Services
- 12.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Nexus has obtained at wholesale from BellSouth, or the combining of a Network

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Element or Combination with one or more such wholesale Telecommunications Services or facilities. The wholesale services that can be commingled with Network Elements or a Combination include network elements required to be unbundled under Section 271. Nexus must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

- 12.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 12.3 Unless expressly prohibited by the terms of this Attachment, BellSouth shall permit Nexus to Commingle an Unbundled Network Element or a Combination of unbundled Network Elements with wholesale services obtained from BellSouth, services obtained from third parties or facilities provided by Nexus. For purposes of example only, Nexus may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with wholesale services including switched and special access services, or services purchased under resale arrangements with BellSouth.
- 12.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth by separate agreement.
- 12.5 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 12.6 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 2. The charges shall be as set forth in Exhibit A of Attachment 2 of the parties Agreement.

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

13. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services
- 13.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to

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Nexus pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to Nexus pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring Commission approved switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit B. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from Nexus. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 13.3 below.

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

13.3 Ordering Guidelines and Processes

13.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Nexus should refer to the "Guides" section of the BellSouth Interconnection Web site.

13.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site.

13.3.3 The provisioning of Network Elements, Combinations and Other Services to Nexus's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Nexus's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

14. Line Sharing

14.1 General. Line Sharing is defined as the process by which Nexus provides digital subscriber line ("xDSL") service over the same copper Loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the Loop and Nexus using the high frequency spectrum (as defined below) of the Loop.

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- 14.2 Line Sharing arrangements in service as of October 1, 2003 under a prior Interconnection Agreement between BellSouth and Nexus, will remain in effect until the End User discontinues or moves xDSL service with Nexus. Arrangements pursuant to this Section will be billed at the rates set forth in Exhibit B.
- 14.3 For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 the rates will be as set forth in Exhibit B.
- 14.4 For Line Sharing arrangements placed in service on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit B.
- 14.5 Any Line Sharing arrangements placed in service on or after October 2, 2003; and not otherwise terminated, shall terminate on October 2, 2006.
- 14.6 No new line sharing arrangements may be ordered.
- 14.7 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Nexus the ability to provide xDSL data services to the End User for which BellSouth provides voice services.
- 14.8 The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Nexus shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the abovementioned document.
- 14.9 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, lowpass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and TI .601.
- 14.10 BellSouth will provide Loop Modification to Nexus on an existing Loop for Line Sharing in accordance with procedures as specified in Section 2 of this Agreement. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Nexus requests that BellSouth modify a Loop and such modification

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significantly degrades the voice services on the Loop, Nexus shall pay for the Loop to be restored to its original state.

- 14.11 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and Nexus desires to continue providing xDSL service on such Loop, Nexus or the new voice provider, or both, shall be required to purchase a full stand-alone Loop. In those cases in which BellSouth no longer provides voice service to the End User and Nexus purchases the full stand-alone Loop, Nexus may elect the type of Loop it will purchase. Nexus will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit B of Attachment 2 of the Agreement. In the event Nexus purchases a voice grade Loop, Nexus acknowledges that such Loop may not remain xDSL compatible.
- 14.12 If the End User terminates its BellSouth provided voice service, and Nexus requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement, BellSouth will discontinue billing Nexus for the High Frequency Spectrum and begin billing the voice Nexus for the full stand-alone Loop. BellSouth will continue to bill Nexus for all associated splitter charges if Nexus continues to use a BellSouth splitter. Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 14.13 Once BellSouth has placed cross-connects on behalf of Nexus to provide Nexus access to the High Frequency Spectrum and chooses to rearrange its splitter or Nexus pairs, Nexus may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Nexus's cable pairs or splitter ports after BellSouth has placed cross-connection to provide Nexus access to the High Frequency Spectrum. BellSouth shall bill and Nexus shall pay the Subsequent Activity charges as set forth in Exhibit B of Attachment 2 of the Agreement.
- 14.14 BellSouth's Local Ordering Handbook (LOH) will provide Nexus the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.
- 14.15 Maintenance and Repair - Line Sharing. Nexus shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Nexus may test from the collocation space, the Termination Point, or the NID. BellSouth will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the Termination Point. Nexus will

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be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

- 14.16 Nexus shall inform its End Users to direct data problems to Nexus, unless both voice and data services are impaired, in which event Nexus should direct the End Users to contact BellSouth. Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

Issue 19: LINE SPLITTING: What is the appropriate ICA language to implement BellSouth's obligations with regard to line splitting?

15. Line Splitting

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

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

15.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

- 15.2.1.1 Nexus provides the splitter when providing Line Splitting with UNE-L. When Nexus or its authorized agent owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

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

15.3 CLEC Provided Splitter – Line Splitting – UNE-L

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

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- 15.3.2 Nexus or its authorized agent may purchase, install and maintain central office POTS splitters in its collocation arrangements. Nexus or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.
- 15.3.3 Any splitters installed by Nexus in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Nexus may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 15.4 Maintenance – Line Splitting – UNE-L
- 15.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
- 15.4.2 BellSouth must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering provisioning, maintenance and repair, and billing for loops used in line splitting arrangements. BellSouth may use existing state commission collaboratives and change management processes to address OSS modifications that are necessary.
- 15.5 Indemnification
- 15.5.1 Nexus shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, and costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Nexus), except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 15.5.2 PROVIDED, HOWEVER, that all amounts advanced in respect of such claims, losses and costs shall be repaid to Nexus by BellSouth if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that BellSouth is not entitled to be indemnified for such claims, losses and costs because the Claims, Losses and Costs arose as a result of BellSouth's gross negligence or willful misconduct.
- 15.5.3 BellSouth will indemnify, defend and hold harmless Nexus from and against any Claims, Losses and Costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Nexus brought against Nexus to the extent such Claim alleges that the cause of the Claim, Loss and Cost was the result of BellSouth's gross negligence or willful misconduct.

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- 15.5.4 PROVIDED, HOWEVER, that BellSouth shall have no obligation to indemnify Nexus under this section unless Nexus provides BellSouth with prompt written notice of any such Claim; Nexus permits BellSouth to assume and control the defense to such action, with counsel chosen by BellSouth; and BellSouth does not enter into any settlement or compromise of such Claim.
- 15.5.5 PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to BellSouth by Nexus if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that Nexus is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs did not arise as a result of BellSouth's gross negligence or willful misconduct.
- 15.5.6 "Claim" means any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation that BellSouth or Nexus in good faith believes might lead to the institution of any such action, suit or proceeding.
- 15.5.7 "Loss" means any and all damages, injuries, judgments, fines penalties, amounts paid or payable in settlement, deficiencies, and expenses (including all interest, assessments, and other charges paid or payable in connection with or respect of such Losses) incurred in connection with the Claim.
- 15.5.8 "Costs" means all reasonable attorney's fees and all other reasonable fees, expenses and obligations paid or incurred in connection with the Claim or related matters, including without limitation, investigating, defending, or participating (as a party, witness or otherwise) in (including on appeal), or preparing to defend or participate in any Claim.

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

16. Call Related Databases and Signaling

- 16.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunication Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to Nexus pursuant to this Agreement.

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- 16.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service
- 16.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Nexus's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Nexus.
- 16.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.
- 16.3 LIDB
- 16.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Nexus must purchase appropriate signaling links pursuant to Section 18.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.
- 16.3.2 Technical Requirements
- 16.3.2.1 BellSouth will offer to Nexus any additional capabilities that are developed for LIDB during the life of this Agreement.
- 16.3.2.2 BellSouth shall process Nexus's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Nexus what additional functions (if any) are performed by LIDB in the BellSouth network.
- 16.3.2.3 Within two (2) weeks after a request by Nexus, BellSouth shall provide Nexus with a list of the customer data items, which Nexus would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services.

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For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

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

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- 16.3.2.11 BellSouth shall provide Nexus with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Nexus and BellSouth.
- 16.3.2.12 BellSouth shall prevent any access to or use of Nexus data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Nexus in writing.
- 16.3.2.13 BellSouth shall provide Nexus performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Nexus at least at parity with BellSouth Customer Data. BellSouth shall obtain from Nexus the screening information associated with LIDB Data Screening of Nexus data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Nexus under the BFR/NBR Process as set forth in Attachment 11.
- 16.3.2.14 BellSouth shall accept queries to LIDB associated with Nexus customer records and shall return responses in accordance with industry standards.
- 16.3.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 16.3.2.16 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.
- 16.3.2.17 Interface Requirements
 - 16.3.17.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
 - 16.3.17.2 The interface to LIDB shall be in accordance with the technical references contained within.
 - 16.3.17.3 The CCS interface to LIDB shall be the standard interface described herein.
 - 16.3.17.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

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16.3.17.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. Nexus shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Nexus shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

16.4 Signaling

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

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

16.4.2 Technical Requirements

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

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

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

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

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

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

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

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- 16.4.2.6 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- 16.4.2.7 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).
- 16.4.2.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at Nexus's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 16.5 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 16.5.1 Technical Requirements
 - 16.5.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.
 - 16.5.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.
 - 16.5.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Nexus local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Nexus local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

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- 16.5.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Nexus or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Nexus database, then Nexus agrees to provide BellSouth with the Destination Point Code for Nexus database.
- 16.5.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- 16.5.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Nexus or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.
- 16.6 SS7
- 16.6.1 When technically feasible and upon request by Nexus, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Nexus's SS7 network to exchange TCAP queries and responses with a Nexus SCP.
- 16.6.2 SS7 AIN Access shall provide Nexus SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Nexus SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Nexus SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

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16.6.3 Interface Requirements

16.6.3.1 BellSouth shall provide the following STP options to connect Nexus or Nexus-designated Local Switching systems to the BellSouth SS7 network:

16.6.3.1.1 An A-link interface from Nexus Local Switching systems; and

16.6.3.1.2 A B-link interface from Nexus local STPs.

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

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

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

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

16.6.8 Message Screening

16.6.8.1 BellSouth shall set message screening parameters so as to accept valid messages from Nexus local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Nexus switching system has a valid signaling relationship.

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

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

16.7 SCP/Databases

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- 16.7.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.
- 16.7.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 16.7.3 Technical Requirements for SCPs/Databases
- 16.7.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 16.7.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).
- 16.7.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 16.7.4 LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.
- 16.7.5 CNAM Database Service
- 16.7.5.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Nexus the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 16.7.5.2 Nexus shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to Nexus's access to BellSouth's CNAM Database Services and shall be addressed to Nexus's Local Contract Manager.

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- 16.7.5.3 Nexus's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.
- 16.7.5.4 For each Nexus End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 18.7.5.3 above, to a third party calling name database, to provide calling name information, if available, to Nexus's End User. Nexus shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an Nexus End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, Nexus shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of Nexus's End Users.
- 16.7.5.5 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill Nexus at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per Nexus's End Users with the Caller ID feature.
- 16.7.6 SCE/SMS AIN Access
- 16.7.6.1 BellSouth's SCE/SMS AIN Access shall provide Nexus the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 16.7.6.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Nexus. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

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- 16.7.6.3 BellSouth SCP shall partition and protect Nexus service logic and data from unauthorized access.
- 16.7.6.4 When Nexus selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Nexus to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 16.7.6.5 Nexus access will be provided via remote data connection (e.g., dial-in, ISDN).
- 16.7.6.6 BellSouth shall allow Nexus to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

16.7.7 Automatic Location Identification/Data Management System

17. 911 and E911 Databases

- 17.1 BellSouth shall provide Nexus with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 17.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Nexus will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 19.3.1 below.

17.3 Technical Requirements

- 17.3.1 BellSouth's 911 database vendor shall provide Nexus the capability of providing updates to the ALI/DMS database through a specified electronic interface. Nexus shall contact BellSouth's 911 database vendor directly to request interface. Nexus shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Nexus and BellSouth shall not be liable for the transactions between Nexus and BellSouth's 911 database vendor.
- 17.3.2 It is Nexus's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be

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assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

- 17.3.3 Nexus shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site.
- 17.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Nexus, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for Nexus to assume responsibility for such records.
- 17.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Nexus that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Nexus shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Nexus within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Nexus shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Nexus's records.
- 18. 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 18.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
- 18.2 The database capability allows Nexus to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the Nexus PBX 911 End User station telephone number for the 911 call that is placed by the End User.
- 18.3 Nexus may order either the database capability or the transport component as desired or Nexus may order both components of the service.
- 18.4 911 PBX Locate Database Capability. Nexus's End User or Nexus's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911

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database vendor. The data will be loaded and maintained in BellSouth's ALI database.

- 18.5 Ordering, provisioning, testing and maintenance shall be provided by Nexus pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 18.6 Nexus's End User, or Nexus's End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Nexus to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. Nexus should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Nexus's End User, or Nexus's End User DMA under the terms of 911 PBX Locate product.
- 18.7 Nexus must provision all PBX station numbers in the same LATA as the E911 tandem.
- 18.8 Nexus agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Nexus's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Nexus or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or willful misconduct. Nexus is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Nexus's End User or DMA pursuant to these terms. Specifically, Nexus's End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

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- 18.9 Nexus may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Nexus's End Users' telephone numbers for which it has direct management authority.
- 18.10 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Nexus to order a CAMA type dedicated trunk from Nexus's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 18.11 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Nexus's End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. Nexus is responsible for connectivity between the End User's PBX and Nexus's switch or POP location. Nexus will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Nexus purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Nexus is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.
- 18.12 Ordering and Provisioning. Nexus will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.
- 18.13 Testing and maintenance shall be provided by Nexus pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 18.14 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit C. Trunks and facilities for 911 PBX Locate transport component may be ordered by Nexus pursuant to the terms and conditions set forth in Attachment 2 of the Agreement.

Issue 23 - What is the appropriate language to implement BellSouth's obligation, if any, to offer unbundled access to newly deployed or "greenfield" fiber loops, including fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit that is

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predominantly residential and what, if any impact does the ownership of the inside wiring from the MPOE to each end user have one this obligation?

Issue 28: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?

19. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).
20. Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.
21. Greenfield Requirements: In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
- 21.1 Overbuild Requirements: In FTTH/FTTC overbuild situations where Bellsouth also has copper loops, BellSouth will make those copper loops available to CLEC on an unbundled basis, until such time as BellSouth chooses to retire those copper loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper loops must comply with Applicable Law.
- 21.2 DS1/DS3 Requirements: Notwithstanding the above, nothing in this Section shall limit BellSouth's obligation to offer CLECs unbundled DS1 and DS3 loops (or loop/transport combination) in any wire center where BellSouth is required to provide such loop facilities.
- 21.3 Subloops: BellSouth shall provide Nexus with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop that the Nexus seeks to provision for its customer.

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The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is defined for purposes of this section as all loop plant owned or controlled by the incumbent LEC at a multiunit customer premises between the minimum point of entry as defined in §68.105 of the FCC rules and the point of demarcation of the incumbent LEC's network as defined in § 68.3 of the FCC rules.

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

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

22. Hybrid loops are defined in the federal rules at 47 CFR §51.319(a)(2) as local loops, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide Nexus with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

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

Issue 26: What is the appropriate ICA language to implement BellSouth's obligation to provide RNMs?

Issue 27: What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring and nonrecurring rates? What is the appropriate language, if any, to incorporate into the ICAs?

23. Routine Network Modifications

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- 23.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.
- 23.2 Rates: BellSouth will provide for Nexus at no additional charge, all RNM which BellSouth normally provides for its own customers and for which BellSouth recovers its costs through the rates set forth in Exhibit A Attachment 2 of the Agreement. BellSouth will otherwise perform Routine Network Modifications pursuant to the existing non-recurring charges and recurring rates ordered by the Alabama Public Service Commission for loop and transport facilities as set forth in Exhibit A Attachment 2 of the Agreement. For any RNM performed by BellSouth for which BellSouth alleges that its costs are not recovered through existing rates, BellSouth shall immediately petition the Commission to establish a permanent rate. The Commission will establish interim rates for such RNM that will be subject to true-up upon the establishment of a final rate.
- 23.3 If BellSouth does not normally provide a network modification requested by Nexus for BellSouth customers, and does not recover the costs of the network modifications requested in the rates set forth in Exhibit A Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis ("ICB"). BellSouth will provide a price quote for the request and, upon receipt of payment from Nexus, BellSouth will perform the network modification.
- 23.4 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. Either BellSouth or Nexus may seek resolution of any dispute regarding the classification of a network modification as routine or non-routine from the Commission.
24. Line Conditioning

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- 24.1 Definitions: Line Conditioning is defined as the removal from a copper Loop or copper Subloop of any device that could diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridged taps, load coils, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.
- 24.2 Rates: BellSouth shall perform line conditioning pursuant to the non-recurring rates and provisions ordered by the Alabama Public Service Commission in Docket 27821 which provides that BellSouth shall perform loop conditioning for loops less than 18,000 feet at no cost. Such rates were established pursuant to the Federal Communications Commission's forward-looking principles promulgated pursuant to Section 252 (d)(1) of the Act and in compliance with rules governing non-recurring costs in 47 CFR 51.507(e).
- 24.3 Technical Requirements: BellSouth shall condition Loops, as requested by Nexus, whether or not BellSouth offers advanced services to the End User on that Loop.
- 24.4 In some instances, Nexus will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g. fibers, load coils, range extenders, etc.), so that Nexus can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Nexus will determine the type of service that will be provided over the loop.
- 24.5 In those cases where Nexus has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g. voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL. BellSouth shall provide the following: 1) removal of devices on 2-wire or 4-wire loops equal to or less than 18,000 feet at no additional cost, 2) removal of devices on 2-wire or 4-wire loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length at rates established in APSC Docket 27821. (The specific non-recurring and recurring charges shall apply for each element ordered.)
- 24.6 Nexus shall request Loop make-up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Nexus desires BellSouth to condition.

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

25. EELs Audit provisions

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- 25.1 BellSouth may audit Nexus's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth shall send a written Notice of Audit to Nexus. Such Notice of Audit will be delivered to Nexus no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit and shall set forth the reasons for the audit requested and the identity of the auditor selected by BellSouth. BellSouth shall not be required to obtain the consent of Nexus with respect to the selection of the auditor. Nexus may, however, challenge the legal qualifications of the auditor selected by filing an objection to that effect with the Commission within 10 days of receiving BellSouth's Notice of Audit.
- 25.2 The auditor selected shall be an independent third party retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding Nexus's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether Nexus complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.
- 25.3 To the extent the independent auditor's report concludes that Nexus failed to comply with the service eligibility criteria, Nexus must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going forward basis.
- 25.4 To the extent the independent auditor's report concludes that Nexus failed to comply in all material respects with the service eligibility criteria, Nexus shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Nexus did not comply in all material respects with the service eligibility criteria, BellSouth will reimburse Nexus for its reasonable and demonstrable costs associated with the audit. Nexus will maintain appropriate documentation to support its certifications and may dispute any portion of the findings of an audit by petitioning the Commission for a review within 20 days of receiving the reported findings of the auditor.
26. Nexus shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

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27. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that Nexus may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.
28. Subloop Elements.
- 28.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 28.2 Unbundled Subloop Distribution (USLD)
- 28.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:
- USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))
- 28.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 28.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.
- 28.2.4 If Nexus requests a UCSL and it is not available, Nexus may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 28.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

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- 28.2.6 Upon request for USLD-INC from Nexus, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for Nexus's use on this cross-connect panel. Nexus will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 28.2.7 For access to Voice Grade USLD and UCSL, Nexus shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Nexus's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 28.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Nexus is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Nexus's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unec.html.
- 28.2.9 The site set-up must be completed before Nexus can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Nexus's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 28.2.10 Once the site set-up is complete, Nexus will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Nexus requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Nexus for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 28.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.
- 28.3 Unbundled Network Terminating Wire (UNTW)
- 28.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

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- 28.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.
- 28.3.3 Requirements
- 28.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 28.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 28.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Nexus does own or control such wiring, Nexus will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Nexus.
- 28.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Nexus for each pair activated commensurate to the price specified in Nexus's Agreement.
- 28.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 28.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 28.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days

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after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

- 28.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 28.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 28.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 28.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2 Exh B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2 Exh B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	37.88	126.27	88.80	59.14	14.50						
		Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			NTCUD	URES	0.00	5.59	5.59	0.00	0.00						
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP	0.00	5.59	5.59	0.00	0.00						
ADDITIONAL NETWORK ELEMENTS																	
Optional Features & Functions:																	
		Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1, UNC3X, U1TD3, UNCSX, U1TS1, UDF, UDFCX	UNCCC		5.59	5.59								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		5.59	5.59								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		5.59	5.59								
COMMINGLING																	
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
Commingled (UNE part of single bandwidth circuit)																	
		Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.56	6.58	4.72								
		Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.19	6.58	4.72								
		Commingled ISDN COCI			XDD4X	UC1CA	2.41	6.58	4.72								
		Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	21.13	40.54	27.41	16.74	6.90						
		Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	18.73	40.54	27.41	16.74	6.90						
		Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.12	40.54	27.41	16.74	6.90						
		Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.12	40.54	27.41	16.74	6.90						
		Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.008838										
		Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.38	88.00	55.00	47.24	7.44						
		Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	22.85	88.00	55.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2 Exh B								
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
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UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2 Exh B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	8.40	47.44	19.31	20.02	9.83					