

**BellSouth  
DSO Services Agreement**

**Contract ID 090047d48016fda3  
(CLEC Name Redacted)**

**Public Inspection Copy # 15**

# **BELLSOUTH® / CLEC Agreement**

**Customer Name:** [REDACTED]

[REDACTED] - DS0 Agreement	2
General Terms and Conditions	3
Signature Page	23
Attachment 1 - Services	24
Attachment 1 ODUF-ADUF-CMDS Rates	48
Attachment 1 Rates	51
Attachment 2 - Pre- Ordering - Ordering - Provisioning and Maintenance and Repair	108
Attachment 2 - Exhibit B	116
Attachment 2 - Exhibit C [Regional Rates]	117
Attachment 3 - Billing	120
Attachment 4 - Service Level Commitments	127

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**[REDACTED]**

**DSO SERVICES AGREEMENT**  
**GENERAL TERMS AND CONDITIONS**

**THIS DSO SERVICES AGREEMENT** (“Agreement”) is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and [REDACTED] [REDACTED] (“[REDACTED]”), a Delaware corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or [REDACTED] or both as a “Party” or “Parties.”

**WITNESSETH**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services in the states of [REDACTED] and

**WHEREAS**, [REDACTED] is or seeks to become a Competitive Local Exchange Carrier (“CLEC”) authorized to provide Telecommunications Services in the states of Kentucky, Mississippi and Tennessee; and

**WHEREAS**, BellSouth desires to provide and [REDACTED] desires to purchase certain Services;

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and [REDACTED] agree as follows:

**Definitions**

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

**Commission** is defined as the appropriate regulatory agency in each state of BellSouth’s nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

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

**Effective Date** is defined as the later of June 16, 2004 or effectiveness of the DC Circuit Court of Appeals vacatur of certain portions of the FCC’s Triennial Review Order, but in no case later than December 31, 2004. Future amendments will be



effective thirty (30) days after the date of the last signature executing the amendment, unless otherwise mutually agreed.

**End User** means the ultimate user of the Telecommunications Service.

**FCC** means the Federal Communications Commission.

**General Terms and Conditions** means this document including all of the terms, provisions and conditions set forth herein.

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

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

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

## 1. **Scope of this Agreement**

1.1 This Agreement sets forth the obligations of each Party with respect to BellSouth's provision of certain services, as described herein, to [REDACTED] ("Service(s)").

1.2 Notwithstanding Section 23 below, the Parties acknowledge that this Agreement is intended to be governed by the provisions of 47 U.S.C. §§ 201, 202 and 271. The Parties acknowledge that this Agreement is subject to the exclusive jurisdiction of the FCC. To the extent any other regulatory agency seeks to exert jurisdiction over this Agreement, any entity seeks to have any other regulatory agency exert jurisdiction over this Agreement, or any entity seeks to subject this Agreement to any rates, terms, or conditions not specified herein, BellSouth shall have the right to terminate this Agreement upon fifteen (15) days notice to [REDACTED].

1.3 This Agreement was drafted, negotiated and executed during a time period between the D.C. Circuit Court's March 2, 2004, Order vacating and remanding the FCC's October 2, 2003, Triennial Review Order, and the anticipated May 1, 2004, issuance of the D.C. Circuit Court's mandate actually vacating such rules. The Parties agree that one Party would have an unfair advantage in negotiations in the event this Agreement was not executed by or before the Effective Date, and neither Party would have executed this Agreement beyond the Effective Date.

## 2. **CLEC Certification**

05/06/2004

Confidential and proprietary. May not be disclosed outside of BellSouth. Subject to Nondisclosure Agreement.

2.1 Prior to execution of this Agreement, [REDACTED] agrees to provide BellSouth in writing [REDACTED] CLEC certification for all states covered by this Agreement except Kentucky. Should [REDACTED] certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, or BellSouth may refuse to provide Services hereunder in that state until certification is reinstated in that state. [REDACTED] shall provide an effective certification to do business, as issued by the Secretary of State, or equivalent authority, in each state covered by this Agreement.

2.2 To the extent [REDACTED] is not certified as a CLEC in any state covered by this Agreement as of the execution hereof, [REDACTED] may not purchase Services under this Agreement in that state. [REDACTED] will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and, upon receipt thereof, [REDACTED] may thereafter purchase Services pursuant to this Agreement in that state.

### 3. Term and Termination of the Agreement

3.1 The term of this Agreement shall commence on the Effective Date and shall apply to the BellSouth territory in the states of Kentucky, Mississippi and Tennessee. It shall continue in effect thereafter until December 31, 2007.

3.2 The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, they may mutually agree to commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement. Alternatively, the Parties shall develop a transition plan to ensure a full transition of all Services on December 31, 2007. In the event the Parties are unable to agree upon a transition plan, BellSouth may, at its discretion, terminate all or any of the Services at any time after December 31, 2007. In such event, the rates, terms and conditions hereof shall continue to apply to such Services after December 31, 2007, to the date such Services are actually terminated.

3.3 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend or terminate Service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, or abuse of BellSouth facilities.

3.4 Except as set forth in Attachment 3 regarding failure to pay for Services, if either Party breaches or defaults on any of the terms, conditions, or covenants of this Agreement, the other Party shall give the breaching Party written notice of such breach or default. If such breach or default is not cured within ten (10) days after such written notice, then in addition to all other rights and remedies at law, in equity or otherwise, the non-breaching Party may terminate this Agreement

without any charge, obligation, or liability whatsoever for such breach, except for payment for Services rendered.

- 3.5 Upon BellSouth's termination of this Agreement as specified in this Section, applicable damages shall be assessed, and [REDACTED] shall be liable for such charges. Upon termination of this Agreement the terms and conditions of this Agreement shall continue to apply for all Services until the date such Services are actually transitioned from this Agreement, or the date that BellSouth specifies for the completion of the transition, whichever is earlier, ("Transition Period"). [REDACTED] shall not be entitled to place any orders for the purchase of Services or make any changes to the Services other than transitioning the Services from this Agreement during the Transition Period. At BellSouth's discretion, the rates for 2007 shall apply to all Services during the Transition Period unless such rates have otherwise been applied through imposition of the damages pursuant to Section 9.

#### 4. Conversion of Embedded Base

- 4.1 If, as of the Effective Date of this Agreement, [REDACTED] has existing DSO port/loop combinations or DSO switch ports purchased pursuant to another agreement with BellSouth, the execution of this Agreement constitutes [REDACTED] request to transition all such DSO port/loop combinations and DSO switch ports to the applicable Service provided under this Agreement. A Local Service Request ("LSR") is not required and conversion charges do not apply to the conversion of the embedded base as of the Effective Date of the Agreement.

- 4.2 Any amounts owed pursuant to any prior agreement between the Parties for any DSO port/loop combinations and DSO switch ports, or other associated charges related thereto, shall be due and owing under the prior agreement.

- 4.3 Any orders placed under any prior agreement between the Parties for DSO port/loop combinations and DSO switch ports, not provisioned prior to the Effective Date hereof, shall be provisioned under and governed by the terms of this Agreement as of the Effective Date hereof as if such orders were placed under this Agreement.

#### 5. Rates

[REDACTED] shall pay the rates set forth in Exhibit A of Attachment 1 of this Agreement in addition to any other charges specifically set forth in this Agreement. If no rate is set forth for a Service in this Agreement then BellSouth's tariff rates shall apply. If no tariff rate exists, then BellSouth shall not be required to provide such Service until a rate has been established between the Parties. In the event that BellSouth is unable to bill the applicable rate under this Agreement for any Services provided pursuant to this Agreement, BellSouth reserves the right to back-bill [REDACTED] for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. The

Net Effective Rates set forth in Exhibit A to Attachment 1 hereof reflect discounts for DSO Wholesale Local Voice Platform Services for Mass Market as follows: 2004 - \$7; 2005 - \$4; 2006 - \$2 ("Transitional Discounts").

**6. Service Level Commitment**

Upon the Effective Date of this Agreement, BellSouth's performance under this Agreement shall be governed by the service level commitments set forth in this Agreement ("SLCs"). Except as otherwise stated herein, as of the Effective Date hereof, BellSouth's performance of this Agreement shall not be subject to any service quality measurement ("SQM") plan, payments of remedies in any self-effectuating enforcement mechanism ("SEEM") plan or any other penalty plan, performance plan or other similar requirements imposed by a Commission or the FCC. In the event a Commission or the FCC determines that Services provided pursuant to this Agreement are subject to any penalty payment, remedy or service level measure not incorporated in this Agreement, [REDACTED], within thirty (30) days of a request from BellSouth, shall reimburse BellSouth for any such penalty or other remedy paid by BellSouth to [REDACTED]. In the event a Commission or the FCC determines BellSouth is not entitled to reimbursement of such payment, or BellSouth is required to pay any penalty, remedies or other such payments to a Commission or the FCC, then upon BellSouth's request, the Parties shall negotiate an amendment to the prices for Services hereunder. The amended prices shall be applied retroactively to the date the SQM/SEEMs, or other penalty or performance plan, is deemed to have applied to the Services set forth herein. As of the date the amended prices are applicable to this Agreement, BellSouth shall no longer be responsible for measurement of, or payments associated with, the SLCs described in Attachment 4. Further, [REDACTED] shall reimburse BellSouth in an amount equal to the total payments from BellSouth associated with such SLCs paid as of the date such amended prices are applicable. If the Parties are unable to reach an agreement and execute an amendment within thirty (30) days after BellSouth's request, BellSouth may terminate this Agreement in any affected state(s) upon fifteen (15) days written notice to [REDACTED]. SLCs and consequences for failure to maintain SLCs are as set forth in Attachment 4 of this Agreement.

**7. Commitment**

[REDACTED] will purchase all DSO port/loop switching combinations and DSO switch ports, or any other services or facilities that have the same or similar function as the DSO Wholesale Switch Port Services or the DSO Wholesale Local Voice Platform Services, provided by BellSouth only pursuant to this Agreement. [REDACTED] will not purchase DSO port/loop combinations or DSO switch ports, or any other services or facilities that have the same or similar function as the DSO Wholesale Switch Port Services or the DSO Wholesale Local Voice Platform Services, either directly or indirectly, from BellSouth pursuant to any other

agreement, tariff, or otherwise, including from a third party provider if BellSouth is the underlying network provider. Notwithstanding the foregoing, this Agreement does not prohibit [REDACTED] from (1) purchasing standalone loops or resale services under a BellSouth agreement or tariff; (2) purchasing any services from a third party using the third party's own facilities; or (3) using [REDACTED] own facilities.

**8. Audits**

BellSouth, in its reasonable discretion and upon no less than ten (10) days notice, may conduct an audit of [REDACTED] facilities and records to the extent necessary to confirm compliance with Section 7 above. [REDACTED] agrees to cooperate with BellSouth and to provide any information BellSouth reasonably requests to determine compliance. In the event that the audit reveals noncompliance with the terms of Section 7 above, [REDACTED] shall reimburse BellSouth for the costs of the audit and BellSouth shall have the right to terminate this Agreement pursuant to Section 3 hereof. In the event of such noncompliance, [REDACTED] right to cure pursuant to Section 3 includes the obligation to transfer all non-compliant services to Services under this Agreement, in addition to paying BellSouth the rates set forth in this Agreement for the services that should have been purchased pursuant to this Agreement from the date of the transfer of such services to this Agreement, or the date such service is terminated, whichever is later.

**9. Damages**

The Parties recognize that in the event of [REDACTED] breach of this Agreement, damages are difficult, if not impossible, to ascertain, particularly in light of the uncertainty regarding FCC rules and court orders applicable to the Parties and the telecommunications industry. The Parties have included the following terms as a liquidated damages provision pursuant to O.C.G.A. section 13-6-7. Such damages constitute a reasonable estimate of actual damages and are not intended by either Party to be a penalty. Except as otherwise stated herein, neither Party may terminate this Agreement prior to expiration of the term hereof except as expressly permitted elsewhere in this Agreement. If [REDACTED] terminates this Agreement for any reason other than BellSouth's material breach hereof, prior to the expiration hereof, or if BellSouth terminates this Agreement for [REDACTED] material breach, the total amount of damages due BellSouth shall be the greater of (1) the number of Mass Market and Enterprise Market DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services in service at the time of breach, or (2) the number of Mass Market and Enterprise Market DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services in service at the time of termination, multiplied by, for each month and partial month remaining in the term of the Agreement subsequent to the termination, the applicable fixed monthly recurring charges for such Services that [REDACTED] would have been obligated to pay BellSouth had the Agreement not been terminated. The terms

“Mass Market” and “Enterprise Market” are as defined in Attachment 1 of this Agreement.

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

10.1 Subpoenas Directed to BellSouth. Where BellSouth provides the Services for ██████████ ██████████ BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to ██████████ End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for ██████████ ██████████ End Users for the same length of time it maintains such information for its own End Users.

10.2 Subpoenas Directed to ██████████. Where BellSouth is providing to ██████████ Services, then ██████████ agrees that in those cases where ██████████ receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to ██████████ End Users, and where ██████████ does not have the requested information, ██████████ will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 10.1 above.

10.3 In all other instances, where either Party receives a request for information involving the other Party’s End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

**11. Liability and Indemnification**

11.1 ██████████ Liability. In the event that ██████████ consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party requests Services under this Agreement using ██████████ codes, all such entities shall be jointly and severally liable for the obligations of ██████████ under this Agreement.

11.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to ██████████ ██████████ for any act or omission of another entity providing services to ██████████

11.3 Limitation of Liability

11.3.1 Except for any indemnification obligations of the Parties hereunder, BellSouth’s liability to ██████████ for any loss, cost, claim, injury, liability or expense, including reasonable attorneys’ fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the

actual cost of the Services not performed or improperly performed. Any amounts paid to ██████ pursuant to Attachment 4 hereof shall be credited against any damages otherwise payable to ██████ pursuant to this Agreement.

- 11.3.2 Limitations in Tariffs. ██████ may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any Service provided or contemplated under this Agreement, that, to the maximum extent permitted by applicable law, ██████ shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount ██████ would have charged that applicable person for the service that gave rise to such loss and (ii) indirect, incidental or consequential damages. To the extent that ██████ elects not to place in its tariffs or contracts such limitations of liability, and BellSouth incurs a loss as a result thereof, ██████ shall indemnify and reimburse BellSouth for that portion of the loss that would have been limited had ██████ included in its tariffs and contracts the limitations of liability that BellSouth included in its own tariffs at the time of such loss, except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 11.3.3 BellSouth shall not be liable for damages to ██████ terminal location, equipment or End User premises resulting from the furnishing of a Service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by BellSouth's negligence or willful misconduct.
- 11.3.4 Under no circumstance shall BellSouth be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, ██████ recognizes that BellSouth may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services described in this Agreement, and, while BellSouth shall use diligent efforts in this regard, ██████ acknowledges and agrees that this limitation of liability shall apply to the provision of such advice, recommendations, and analyses.
- 11.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on BellSouth different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 11.4 Indemnification for Certain Claims. Except to the extent caused by BellSouth's gross negligence or willful misconduct, BellSouth, its Affiliates and its parent company, shall be indemnified, defended and held harmless by ██████ against any

claim, loss or damage arising from ██████'s use of the Services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of ██████'s own communications, or (2) any claim, loss or damage claimed by the End User of ██████ arising from such End User's use or reliance on BellSouth's Services, actions, duties, or obligations arising out of this Agreement.

- 11.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, BELLSOUTH MAKES NO REPRESENTATIONS OR WARRANTIES TO ██████ CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. ██████ DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

## 12 Intellectual Property Rights and Indemnification

- 12.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of Telecommunications Services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

- 12.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any Service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to



use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

### 12.3 Intellectual Property Remedies

12.3.1 **Indemnification.** The Party providing a Service pursuant to this Agreement will defend the Party receiving such Service or data provided as a result of such Service against claims of infringement arising solely from the use by the receiving Party of such Service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 11 preceding.

12.3.2 **Claim of Infringement.** In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of BellSouth is likely to become, the subject of a third party claim, action, suit, or proceeding based on intellectual property infringement, then BellSouth shall have the right to terminate, upon reasonable notice, this Agreement with respect to use of, or Services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

12.3.4 **Exclusive Remedy.** The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

## 13 Proprietary and Confidential Information

13.1 **Proprietary and Confidential Information.** It may be necessary for BellSouth and ██████████, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the

“Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 13.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 13.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 13.3.1 (a) is made publicly available by the Discloser or lawfully by a non-Party to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 13.4 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 13.5 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 13.6 Survival of Confidentiality Obligations. The Parties’ rights and obligations under this Section 13 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties’ rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

#### 14. Disclosure

Notwithstanding anything in this Agreement, upon execution hereof, BellSouth may use [REDACTED] name in connection with a press release relating to the execution of this Agreement. In addition, BellSouth shall post this Agreement or

file it with the FCC, as appropriate, to the extent such posting or filing may be required in BellSouth's reasonable discretion.

**15. Resolution of Disputes**

In the event the Parties are unable to resolve any disputes that arise under this Agreement, the aggrieved Party shall pursue resolution of such dispute(s) with the appropriate federal or state court of competent jurisdiction. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue. Except as otherwise provided in this Agreement, nothing herein shall be deemed a waiver of any right of a Party to pursue any remedy at law or in equity.

**16. Taxes**

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

16.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

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

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

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

16.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

16.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective Service is billed.

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

Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective Service is billed.

- 16.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 16.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 16.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 16.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 16.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 16.4.8 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

**17. Force Majeure**

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

**18. Modification of Agreement**

- 18.1 Subject to the provisions of Section 24, if [REDACTED] changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of [REDACTED] to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change, and shall notify the appropriate Commission of such modification of company structure in accordance with the state rules governing such modification in company structure, if applicable.
- 18.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

**19. Non-waiver of Legal Rights**

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s); provided, however, that any modification of any law, rule or order issued pursuant to the Act shall not impact or modify the Parties' rights and obligations pursuant to this Agreement.

**20. Indivisibility**

05/06/2004

Confidential and proprietary. May not be disclosed outside of BellSouth. Subject to Nondisclosure Agreement.

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

**21. Severability**

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision.

**22. Waivers**

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

**23. Governing Law**

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

**24. Assignments and Transfers**

- 24.1 [REDACTED] shall not assign to any entity any right, obligation or duty, or any other interest hereunder, in whole or in part, without the prior written consent of BellSouth. No transfer or assignment of this Agreement or of any right, obligation or duty, or any other interest hereunder to any entity by contract, merger, operation of law or otherwise, shall be effective without the prior written consent of BellSouth and any such assignment or transfer shall be null and void.. BellSouth may withhold its consent in its sole discretion. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that [REDACTED] is providing service. After

BellSouth's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. Any such assignment shall be subject to applicable charges negotiated between the Parties. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, [REDACTED] shall not assign this Agreement to any entity unless either (1) [REDACTED] pays all bills, past due and current, under this Agreement, or (2) [REDACTED] assignee expressly assumes liability for payment of such bills.

24.2 In the event that [REDACTED] desires to transfer any Services hereunder to another carrier, the Parties shall negotiate the applicable rates, terms and conditions for such a transfer and [REDACTED] shall follow BellSouth's established process for completing such a transfer. [REDACTED] shall not attempt to transfer services to any entity to avoid its obligations hereunder.

24.3 Change in Control.

In the event that [REDACTED] enters into an agreement which, when consummated, would cause [REDACTED] to become subject to a Change of Control at any point during the term of this Agreement, BellSouth may, in its sole discretion, terminate this Agreement by giving [REDACTED] at least five (5) days prior written notice.

24.3.1 The following definitions apply for purposes of this Section 24.3:

24.3.1.1 "Change of Control" means a change in Control of [REDACTED] (or its Controlling Affiliate or Controlling Affiliates) where such Control is acquired by any third party.

24.3.1.2 "Control" or "Controlling" or "Controlled by" shall, depending upon the context in which it is used, refer respectively to (a) a person that holds fifty percent (50%) or more of the voting power of another person, or (b) a person, fifty percent (50%) or more of whose voting power is held by another person. In addition, Control of a person includes the power, direct or indirect, to elect a majority of its board of directors or similar governing body or to direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

24.3.1.3 "Affiliate" means another person that directly or indirectly Controls, is Controlled by, or is under common Control with, [REDACTED].

25. Notices



25.1 Every notice, consent, or approval of a legal nature required or permitted by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, AL 35203

and

ICS Attorney  
Suite 4300  
675 West Peachtree Street  
Atlanta, GA 30375

[REDACTED]

[REDACTED]

and

[REDACTED]

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

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

25.3 Notwithstanding the foregoing, BellSouth shall post to BellSouth's web site changes to business processes and policies, and shall post to BellSouth's web site

05/06/2004

Confidential and proprietary. May not be disclosed outside of BellSouth. Subject to Nondisclosure Agreement.

or submit through applicable electronic systems, other business related notices not requiring an amendment to this Agreement.

**26. Rule of Construction**

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

**27. Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**28. Multiple Counterparts**

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

**29. Good Faith Performance**

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

**30. Survival**

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

**31. Entire Agreement**

31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all incorporated documents, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties as they relate to the Services provided under this Agreement and merges all prior discussions between them. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 This Agreement includes Attachments with provisions for the following:

Services

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

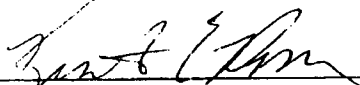
Billing

Service Level Commitments for DSO Wholesale Local Voice Platform Services

31.3 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the Services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these Services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the Services were provisioned.

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






**BellSouth Telecommunications, Inc.**

By: 

Name: Kristen E. Rowe

Title: Director

Date: 

  
  
Name:   
Title:   
Date: 

## **Attachment 1**

### **Services**

**TABLE OF CONTENTS**

1. INTRODUCTION..... 3

2. DS0 WHOLESALE SWITCH PORT SERVICES..... 3

3. DS0 WHOLESALE LOCAL VOICE PLATFORM SERVICES ..... 5

4. DS0 WHOLESALE SWITCH PORT SERVICES AND DS0 WHOLESALE LOCAL VOICE  
PLATFORM SERVICES RATES ..... 7

5. CALL RELATED DATABASES..... 10

6. LOCAL NUMBER PORTABILITY (LNP)..... 13

7. ACCESS TO NUMBERS..... 13

8. OPTIONAL DAILY USAGE FILE..... 15

9. ACCESS DAILY USAGE FILE ..... 18

10. CMDS UTILIZING RAO HOSTING ..... 20

11. RATES ..... 24

**Rates..... Exhibit A**

## Services

### 1. Introduction

1.1 Upon request of [REDACTED], BellSouth shall provide DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services as set forth in this Attachment, at the rates set forth in Exhibit A, and pursuant to the terms and conditions of this Agreement. The terms and conditions set forth in this Attachment apply only when the Services are purchased pursuant to this Agreement. The network components and associated services and functions that comprise DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services or that may be purchased in conjunction with DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services under this Agreement are available pursuant to this Agreement only in conjunction with [REDACTED] purchase of DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services and are not available for individual purchase. These Services are provided to [REDACTED] solely for the purpose of providing Telecommunications Services to [REDACTED] End Users and [REDACTED] agrees not to use such Services for any other purpose.

1.2 The network components provided as part of the Services offered hereunder may be subject to modification, retirement, upgrades or other changes. BellSouth shall provide notice of such changes in accordance with the applicable provisions of the FCC's network disclosure requirements and any other applicable laws or regulations. In the event a network component is retired, such network component is no longer available.

### 2. DS0 Wholesale Switch Port Services

2.1 DS0 Wholesale Switch Port Services provide the features, functions and capabilities of the local circuit switch, including dial tone, the ability to originate and terminate calls, and all vertical features that the local circuit switch is capable of providing and that are available.

2.1.1 When ordering DS0 Wholesale Switch Port Services, network components that allow for the transport and termination of originated calls and the receipt of calls destined for the switch port are included. These network components, which each have their own pricing elements, include End Office Switching, Tandem Switching and Common Transport. [REDACTED] may also order for an additional charge switch based vertical features that the switch is capable of providing and that are available. BellSouth may make available certain ancillary services that may be

ordered with the DSO Wholesale Switch Port Services. If available, such ancillary services will be ordered pursuant to BellSouth's tariff or pursuant to a BellSouth resale agreement.

- 2.1.2 When ordering DSO Wholesale Switch Port Services as a stand-alone element, [REDACTED] is responsible for obtaining other required elements or components that may be needed to provide its desired voice grade services. These elements or component may include but are not limited to: loops; collocation arrangements; and collocation cross-connects between the DSO Wholesale Switch Port Services and [REDACTED] collocation arrangement.
- 2.1.3 End Office Switching
- 2.1.3.1 End Office Switching provides the switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. End Office Switching includes the pricing elements of End Office Switching Function and End Office Trunk Ports, as set forth in Exhibit A.
- 2.1.4 Tandem Switching
- 2.1.4.1 Tandem Switching provides the following: (i) trunk connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including, but not limited to call recording, the routing of calls to operator services and signaling conversion features. Tandem Switching includes the pricing elements of Tandem Switching Function, Tandem Trunk Ports, Melded Tandem Switching Function and Melded Tandem Trunk Ports, as set forth in Exhibit A.
- 2.1.4.2 When an interoffice call originates from a DSO Wholesale Switch Port and terminates to a BellSouth, independent company or facility based CLEC end office, BellSouth shall apply the Melded Tandem Switching rate(s) as set forth in Exhibit A. For all other calls utilizing Tandem Switching, the Tandem Switching rate as set forth in Exhibit A shall apply.
- 2.1.5 Common Transport
- 2.1.5.1 Common (Shared) Transport is defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Common Transport includes the pricing elements of Common Transport per Mile and Common Transport Facilities Termination as set forth in Exhibit A.
- 2.1.6 Switch Based Vertical Features



- 2.1.6.1 Switch based vertical features include vertical features that the circuit switch is capable of providing and that are available and may be ordered in conjunction with the DS0 Wholesale Switch Port. Switch based vertical features are ordered separately and shall be charged at a single rate, as set forth in Exhibit A, regardless of the number of vertical features ordered. [REDACTED] may add or delete vertical features at no additional charge except the applicable ordering charge.
- 2.1.6.2 To the extent that a circuit switch is technically capable of providing a switch based vertical feature but such switch based vertical feature is not currently available, [REDACTED] may submit a request pursuant to BellSouth's established processes. Additional charges may apply.
- 2.1.7 Ancillary Services
- 2.1.7.1 [REDACTED] may request certain non-switch based services that are available with DS0 Wholesale Switch Port Services. If available, such services shall be provided pursuant to BellSouth's tariff or pursuant to a separate BellSouth resale agreement.
- 2.1.7.2 Directory Listings
- 2.1.7.2.1 BellSouth shall provide one basic White Pages directory listing per telephone number per End User account at no charge other than applicable service order charges as set forth in BellSouth's tariffs. If such listing is requested on the initial local service request ("LSR") associated with the request for Service, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement will apply to both the request for Service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2. Additional, enhanced and miscellaneous listings may be provided and shall be rated according to BellSouth's General Subscriber Services Tariff ("GSST"), and tariffed service order charges and manual or electronic service order charges shall apply.
- 3. DS0 Wholesale Local Voice Platform Services**
- 3.1 DS0 Wholesale Local Voice Platform Services provide an end to end Telecommunications Service by combining DS0 Wholesale Switch Ports with the loop network component described in this Agreement, which together provide local exchange service for the origination or termination of calls. DS0 Wholesale Local Voice Platform Services support the same calling and feature attributes as described in the DS0 Wholesale Switch Port Services section of this Attachment.

- 3.2 The loop network component is defined as a transmission facility between the distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at the End User's premises. The loop includes all features, functions and capabilities of the transmission facilities necessary to support the DSO Wholesale Local Voice Platform Services, including the network interface device, and attached electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the DSO Wholesale Local Voice Platform Services transmission path to the End User's premises. [REDACTED] shall only have access to the bandwidth of the loop necessary to support the DSO Wholesale Local Voice Platform Services.
- 3.2.1 DSO Wholesale Local Voice Platform Services shall be provisioned with a 2-wire analog voice grade loop, which is a non-designed 2-wire loop start circuit that does not have remote access test points.
- 3.2.2 Except as set forth herein, loops may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, at any time, in the normal course of maintaining, repairing, and configuring its network, may also change the loop utilized in conjunction with the DSO Wholesale Local Voice Platform Services. In these situations, BellSouth will only ensure that the newly provided facility will support the same voice grade services provided by the DSO Wholesale Local Voice Platform Services.
- 3.2.3 The loop does not include any packet switched features, functions or capabilities.
- 3.2.4 BellSouth shall not provision DSO Wholesale Local Voice Platform Services over any loop that is comprised entirely of fiber from the distribution frame (or equivalent) in the BellSouth central office to the demarcation point at the End User's premises.
- 3.2.5 The loop shall be provided to [REDACTED] in accordance with applicable provisions of BellCore/ANSI standard technical references for non-designed 2-wire loop start voice grade circuits.
- 3.2.6 BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the loop component associated with the DSO Wholesale Local Voice Platform Services.
- 3.3 Loop Tagging
- 3.3.1 When a BellSouth technician is required to be dispatched to provision the loop, BellSouth will tag the loop with the telephone number. When a dispatch is not required to provision the loop, BellSouth will tag the loop on the next required visit to the End User's location. If [REDACTED] wants to ensure the loop is tagged

during the provisioning process for loops that may not require a dispatch, [REDACTED] may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.

**4. DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services Rates**

4.1 The rates for DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services in Exhibit A shall be applied according to whether [REDACTED] is serving a Mass Market or an Enterprise Market End User and shall include monthly recurring and nonrecurring charges.

4.1.1 Mass Market. If [REDACTED] is serving an End User with less than four (4) voice grade (DS0) lines or equivalents in any service area covered by this Agreement, the rates applicable to DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services for the Mass Market shall apply.

4.1.2 Enterprise Market. If [REDACTED] is serving an End User with four (4) or more voice grade (DS0) lines or equivalents in any service area covered by this Agreement, or is serving an End User with DS0 services where such End User is also being served with a DS1 service in any service area covered by this Agreement, the rates applicable to DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services for the Enterprise Market shall apply to all Services provided to [REDACTED] for that End User.

4.1.3 For the DS0 Wholesale Switch Port, recurring charges apply to the switch port, switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges apply to the switch port.

4.1.4 For the DS0 Wholesale Local Voice Platform Services, recurring charges apply to the switch port, loop, switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges shall apply to the switch port for a new installation. If, however, the Service is converted from BellSouth retail, resale, or a loop/port combination provided by BellSouth to another CLEC, the nonrecurring conversion charges shall apply to such conversions.

4.1.5 The rates for End Office Switching, Tandem Switching and Common Transport are applied based on their use in the transport of an originated or terminated call, with the exception of the coin class of service which contains a monthly recurring flat-rate charge for all three of these pricing elements combined. Originated calls shall utilize these pricing elements until the terminating end office is reached for a BellSouth or resale End User terminated call or until the call reaches the network of a third party on a third party terminated call.

- 4.1.6 Rates for loops purchased in conjunction with DSO Wholesale Local Voice Platform Services are determined by the zone applicable to the specific loop location. Zones are established by the Commission and may be changed from time to time. In the event the Commission changes the zone applicable to any loop associated with any DSO Wholesale Local Voice Platform Services, the loop component of such Services shall be billed at the applicable rate for the new zone.
- 4.2 Intercarrier Compensation
- 4.2.1 Intercarrier compensation for 7 or 10 digit dialed calls originated by [REDACTED] utilizing DSO Wholesale Switch Port Services or DSO Wholesale Local Voice Platform Services shall apply as follows:
- 4.2.1.1 For calls terminating to a BellSouth or resale End User, BellSouth shall charge [REDACTED] for End Office Switching at the terminating end office.
- 4.2.1.2 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge [REDACTED] for End Office Switching at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching at the terminating end office.
- 4.2.1.3 For calls terminating to third party carriers utilizing their own switches to serve their End Users, such as CLECs, wireless carriers and independent companies, [REDACTED] is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If [REDACTED] does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by [REDACTED] or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:
- 4.2.1.3.1 pay such charges as billed by the third party carrier and bill an additional End Office Switching pricing element to [REDACTED] for each such call; or
- 4.2.1.3.2 pay such charges as billed by the third party carrier and [REDACTED] will reimburse the full amount of such charges within thirty (30) days of BellSouth's request for reimbursement.
- 4.2.2 Intercarrier compensation for 7 or 10 digit dialed calls terminating to [REDACTED] utilizing DSO Wholesale Switch Port Services or DSO Wholesale Local Voice Platform Services shall apply as follows:
- 4.2.2.1 For calls originated by a BellSouth or resale End User, BellSouth shall not charge [REDACTED] for End Office Switching at the terminating end office for use of the network component; therefore, [REDACTED] shall not charge BellSouth reciprocal compensation or any other charges for termination of such calls.

- 4.2.2.2 For calls originated by a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall not charge ██████ for End Office Switching at the terminating end office for use of the network component; therefore, ██████ shall not charge the originating CLEC or BellSouth reciprocal compensation or any other charges for termination of such calls.
- 4.2.2.3 For calls originated by third parties utilizing their own switches to serve their End Users, such as CLECs, wireless carriers and independent companies, ██████ is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. ██████ may bill the third parties according to such agreements and shall not bill BellSouth for the exchange of traffic through BellSouth's network.
- 4.2.3 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by ██████ utilizing DSO Wholesale Switch Port Services or DSO Wholesale Local Voice Platform Services where ██████ uses BellSouth's Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC):
- 4.2.3.1 For calls terminating to a BellSouth or resale End User, BellSouth shall charge ██████ for End Office Switching at the terminating end office.
- 4.2.3.2 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge ██████ for End Office Switching at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching at the terminating end office.
- 4.2.3.3 For calls terminating to third party carriers utilizing their own switches to serve their End Users, such as CLECs, wireless carriers and independent companies, ██████ is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If ██████ does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by ██████ or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:
- 4.2.3.3.1 pay such charges as billed by the third party carrier and bill an additional End Office Switching pricing element to ██████ for each such call; or
- 4.2.3.3.2 pay such charges as billed by the third party carrier and ██████ will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.

- 4.2.4 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls terminating to ██████████ utilizing DSO Wholesale Switch Port Services or DSO Wholesale Local Voice Platform Services where the originating carrier uses BellSouth's CIC for its End User's LPIC:
- 4.2.4.1 For calls originated by a BellSouth or resale End User, BellSouth shall charge ██████████ for End Office Switching at the terminating end office for use of the End Office Switching network component in terminating such calls. ██████████ may charge BellSouth for reciprocal compensation at the End Office Switching rate in this Agreement for such calls. ██████████ shall not charge originating or terminating switched access rates to BellSouth for termination of such calls.
- 4.2.5 For calls originated by or terminating to interexchange carriers through a switched access arrangement, ██████████ may bill the interexchange carrier in accordance with ██████████ tariff and will not bill BellSouth any charges for such call. ██████████ shall pay BellSouth applicable charges for the use of BellSouth's network in accordance with the rates set forth in Exhibit A for originating and terminating such calls.

## 5. Call Related Databases

- 5.1 Call related databases provided under this Agreement shall only be provided with either DSO Wholesale Switch Port Services or DSO Wholesale Local Voice Platform Services pursuant to the terms and conditions herein and at the rates set forth in Exhibit A. Database services that are not available pursuant to this Agreement may be available at the rates, terms and conditions set forth in BellSouth's tariffs.
- 5.2 BellSouth's Calling Name (CNAM) Database Services
- 5.2.1 BellSouth's CNAM database Services provide the ability to associate a name with the calling party's number for any name and number stored in the BellSouth CNAM database, allowing the End User (to which a call is being terminated and which subscribes to the necessary services) to view the calling party's name before the call is answered.
- 5.2.2 ██████████ End Users' names and numbers related to DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services 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.

- 5.2.3 For each [REDACTED] 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 5.2.2 above, to a third party calling name database, to provide calling name information, if available, to [REDACTED] End User. [REDACTED] shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database. In addition, [REDACTED] 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 [REDACTED] End Users.
- 5.3 BellSouth's Line Information Database (LIDB) Storage
- 5.3.1 The LIDB stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.
- 5.3.2 Where [REDACTED] purchases DS0 Wholesale Switch Port Services or DS0 Wholesale Local Voice Platform Services, BellSouth shall utilize BellSouth's service order generated from [REDACTED] LSR to populate LIDB with [REDACTED] End User information. BellSouth provides access to information in its LIDB, including [REDACTED] End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to tariffs. Information stored for [REDACTED], pursuant to this Agreement, shall be available to those Telecommunications Service providers.
- 5.3.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of [REDACTED] data to the LIDB (e.g., calling card deactivation).
- 5.3.2.2 BellSouth shall provide priority updates to LIDB for [REDACTED] data upon [REDACTED] request (e.g., to support fraud detection), via password protected telephone card, facsimile, or electronic mail.
- 5.3.2.3 BellSouth shall perform periodic backup and recovery of all of [REDACTED] data in LIDB.
- 5.3.3 Responsibilities of the Parties
- 5.3.3.1 BellSouth will administer the data provided by [REDACTED] pursuant to this Agreement in the same manner as BellSouth administers its own data.

04/19/04

Confidential and proprietary. May not be used or disclosed outside of BellSouth. Subject to Nondisclosure Agreement.

- 5.3.3.2 [REDACTED] is responsible for the completeness and accuracy of the data being provided to BellSouth.
- 5.3.4 Other LIDB services, such as transport services or LIDB query services, are available pursuant to BellSouth's tariffs.
- 5.3.5 Fees for Service and Taxes
- 5.3.5.1 [REDACTED] will not be charged a fee for LIDB storage Services provided by BellSouth to [REDACTED] pursuant to this Agreement.
- 5.3.5.2 Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the Service set forth herein will be paid by [REDACTED].
- 5.3.6 Billing and Collection Customers
- 5.3.6.1 BellSouth currently has in effect billing and collection ("B&C") agreements with various interexchange carriers and billing clearinghouses ("B&C Customers") that query BellSouth's LIDB to determine whether to accept various billing options from BellSouth's End Users.
- 5.3.6.2 BellSouth will identify [REDACTED] End User originated long distance charges and upon receipt of charges applicable to [REDACTED] End Users, BellSouth will reject those charges as not covered by the existing B&C agreement with the B&C Customers.
- 5.3.6.3 BellSouth shall have no obligation to become involved in or provide any information relating to any billing disputes between [REDACTED] and the B&C Customers. It shall be the responsibility of [REDACTED] and the B&C Customers to negotiate and arrange for any appropriate adjustments.
- 5.4 Toll Free Dialing Ten Digit Screening Service
- 5.4.1 Toll Free Dialing Ten Digit Screening Service through BellSouth's 8xx database in association with Services provided hereunder shall be subject to the rates, terms and conditions set forth in the BellSouth tariff.
- 5.5 Automatic Location Identification/Data Management System (ALI/DMS), Database-911/E911 Services
- 5.5.1 Basic 911 Services (911) and Enhanced 911 Services (E911) route 911 calls from within the BellSouth Network. BellSouth shall provide 911 and E911 capability for each End User of [REDACTED] DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services in accordance with the provisions below where BellSouth is the 911 or E911 provider.

04/19/04

Confidential and proprietary. May not be used or disclosed outside of BellSouth. Subject to Nondisclosure Agreement.



5.5.2 911 provides routing of a 911 call to a centralized answering location designated by the PSAP. The End User verbally relays the emergency information to the centralized answering location.

5.5.3 E911, through the ALI/DMS database, routes the call to the appropriate PSAP and displays to the PSAP the address associated with the End User's telephone number.

5.5.4 [REDACTED] shall be responsible for providing complete and accurate End User information to BellSouth via LSRs. BellSouth shall use such information to populate and update the ALI/DMS database at no additional charge to [REDACTED]

5.5.5 [REDACTED] is responsible for paying all 911 or E911 surcharges to the applicable governmental agency, and BellSouth will not bill [REDACTED] for such 911 or E911 surcharges.

## 6. Local Number Portability (LNP)

6.1 LNP will be provided in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora, and [REDACTED] will work cooperatively with BellSouth to implement any LNP changes.

6.2 When [REDACTED] submits an LSR for Services, if the telephone number associated with the Services requested resides in a switch other than BellSouth's, then BellSouth will submit an LNP LSR to the appropriate switch owner. [REDACTED] shall be responsible for reimbursing BellSouth for any costs or charges imposed on BellSouth by the switch owner resulting from the submission of the LNP LSR. In addition, [REDACTED] shall pay to BellSouth the manual service order charges specified in Exhibit B of Attachment 2 of this Agreement for BellSouth's creation and submission of the LNP LSR to the appropriate switch owner.

6.3 For each DSO Wholesale Switch Port Service or DSO Wholesale Local Voice Platform Service purchased hereunder, [REDACTED] shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1.

6.4 Working telephone numbers, telephone numbers for which payment has been made to reserve and telephone numbers that are in a denied state (but not disconnected) or suspended status may be subject to porting.

## 7. Access To Numbers

7.1 Where BellSouth provides DSO Wholesale Switch Port Service or DSO Wholesale Local Voice Platform Services to [REDACTED], BellSouth will provide [REDACTED] with online access to available telephone numbers as defined by, and in accordance with, applicable FCC rules and regulations on a first come first served basis. [REDACTED] may designate up to a forecasted six (6) months supply of available numbers

as intermediate (an available number provided to [REDACTED]) telephone numbers per rate center if the following conditions are met:

- 7.1.1 [REDACTED] must: (1) indicate that all of the intermediate numbers currently held by [REDACTED] in each rate center where [REDACTED] will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where [REDACTED] will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by [REDACTED] in the rate center where [REDACTED] is requesting telephone numbers has reached at least 70%. The above information will be provided by [REDACTED] by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where [REDACTED] will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by [REDACTED] to End Users by the total number of intermediate numbers held by [REDACTED] in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).
- 7.1.2 If fulfilling [REDACTED] request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either the North American Numbering Plan Administration (NANPA) CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy [REDACTED] request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy [REDACTED] request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by [REDACTED] for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.
- 7.1.3 [REDACTED] agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 7.1.2 above.
- 7.2 [REDACTED] acknowledges that there may be instances where there is an industry shortage of available telephone numbers in the Numbering Plan Area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that [REDACTED] cancel all or a portion of its unassigned intermediate numbers. [REDACTED] consent to BellSouth's request shall not be unreasonably withheld.

**8. Optional Daily Usage File**

- 8.1 Upon written request from [REDACTED], BellSouth will provide the Optional Daily Usage File (ODUF) Services to [REDACTED] pursuant to the terms and conditions set forth in this section.
- 8.2 [REDACTED] shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 8.3 The ODUF feed provides [REDACTED] messages, associated with DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services that [REDACTED] has purchased from BellSouth, that were carried over the BellSouth network and processed by BellSouth for [REDACTED].
- 8.4 Charges for the ODUF Service will appear on [REDACTED] monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A to this Attachment.
- 8.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 8.6 Messages that error in the billing system of [REDACTED] will be the responsibility of [REDACTED]. If, however, [REDACTED] should encounter significant volumes of errored messages that prevent processing by [REDACTED] within its systems, BellSouth will work with [REDACTED] to determine the source of the errors and the appropriate resolution.
- 8.7 ODUF Specifications
- 8.7.1 ODUF Messages to be Transmitted
- 8.7.1.1 The following messages recorded by BellSouth will be transmitted to [REDACTED]:
- 8.7.1.1.1 Message recording for per use/per activation type services (examples: Three-Way Calling, Verify, Interrupt, Call Return, etc.)
- 8.7.1.1.2 Measured local calls
- 8.7.1.1.3 Directory Assistance messages
- 8.7.1.1.4 IntraLATA Toll
- 8.7.1.1.5 WATS and 800 Service
- 8.7.1.1.6 N11

- 8.7.1.1.7 Information Service Provider Messages
- 8.7.1.1.8 Operator Services Messages
- 8.7.1.1.9 Operator Services Message Attempted Calls
- 8.7.1.1.10 Credit/Cancel Records
- 8.7.1.1.11 Usage for Voice Mail Message Service
- 8.7.1.2 Rated Incollets (messages BellSouth receives from other revenue accounting offices) also appear on ODUF. Rated Incollets will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollets will not be packed separately.
- 8.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to [REDACTED].
- 8.7.1.4 In the event that [REDACTED] detects a duplicate on ODUF they receive from BellSouth, [REDACTED] will drop the duplicate message and will not return the duplicate to BellSouth.
- 8.7.2 ODUF Physical File Characteristics
  - 8.7.2.1 ODUF will be distributed to [REDACTED] via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:DIRECT file delivery.
  - 8.7.2.2 If the customer is moved to CONNECT:DIRECT, data circuits (private line or dial-up) will be required between BellSouth and [REDACTED] for the purpose of data transmission. Where a dedicated line is required, [REDACTED] will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. [REDACTED] will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be [REDACTED] responsibility. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to [REDACTED]. Additionally, all message toll charges associated with the use of the dial circuit by [REDACTED] will be the responsibility of [REDACTED]. Associated equipment on the BellSouth end, including a modem, will be

negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on [REDACTED] end for the purpose of data transmission will be the responsibility of [REDACTED].

8.7.2.3 If [REDACTED] utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of [REDACTED].

#### 8.7.3 ODUF Packing Specifications

8.7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

8.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to [REDACTED] which BellSouth RAO is sending the message. BellSouth and [REDACTED] will use the invoice sequencing to control data exchange. [REDACTED] will notify BellSouth of sequence failures identified by [REDACTED] and BellSouth will resend the data as appropriate.

#### 8.7.4 ODUF Pack Rejection

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

#### 8.7.5 ODUF Control Data

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

#### 8.7.6 ODUF Testing

8.7.6.1 Upon request from [REDACTED], BellSouth shall send ODUF test files to [REDACTED]. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that [REDACTED] set up a production (live) file. The live test may consist of [REDACTED] employees making test calls for the types of services [REDACTED] requests on ODUF. These test calls are logged by [REDACTED] and the logs are provided to BellSouth. These logs will be used to verify

the files. Testing will be completed within thirty (30) calendar days from the date on which the initial test file was sent.

**9. Access Daily Usage File**

9.1 Upon written request from [REDACTED], BellSouth will provide the Access Daily Usage File (ADUF) Services to [REDACTED] pursuant to the terms and conditions set forth in this section.

9.2 [REDACTED] shall furnish all relevant information required by BellSouth for the provision of ADUF Services.

9.3 The ADUF provides [REDACTED] originating and terminating access and third party messages associated with DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services that [REDACTED] has purchased from BellSouth.

9.4 Charges for ADUF Services will appear on [REDACTED] monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A to this Attachment.

9.5 Messages that error in the billing system of [REDACTED] will be the responsibility of [REDACTED]. If, however, [REDACTED] should encounter significant volumes of errored messages that prevent processing by [REDACTED] within its systems, BellSouth will work with [REDACTED] to determine the source of the errors and the appropriate resolution.

**9.6 ADUF Messages To Be Transmitted**

9.6.1 The following messages recorded by BellSouth will be transmitted to [REDACTED].

9.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services.

9.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services.

9.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to [REDACTED].

9.6.3 In the event that [REDACTED] detects a duplicate on ADUF they receive from BellSouth, [REDACTED] will drop the duplicate message and will not return the duplicate to BellSouth.

**9.6.4 ADUF Physical File Characteristics**

04/19/04

Confidential and proprietary. May not be used or disclosed outside of BellSouth. Subject to Nondisclosure Agreement.

- 9.6.4.1 ADUF will be distributed to [REDACTED] via Secure FTP Mailbox. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 bytes). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:DIRECT file delivery.
- 9.6.4.2 If the customer is moved to CONNECT:DIRECT, data circuits (private line or dial-up) will be required between BellSouth and [REDACTED] for the purpose of data transmission. Where a dedicated line is required, [REDACTED] will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. [REDACTED] will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be [REDACTED] responsibility. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to [REDACTED]. Additionally, all message toll charges associated with the use of the dial circuit by [REDACTED] will be the responsibility of [REDACTED]. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on [REDACTED] end for the purpose of data transmission will be the responsibility of [REDACTED].
- 9.6.4.3 If [REDACTED] utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of [REDACTED].
- 9.6.5 ADUF Packing Specifications
- 9.6.5.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 9.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to [REDACTED] which BellSouth RAO is sending the message. BellSouth and [REDACTED] will use the invoice sequencing to control data exchange. [REDACTED] will notify BellSouth of sequence failures identified by [REDACTED] and BellSouth will resend the data as appropriate.
- 9.6.6 ADUF Pack Rejection
- 9.6.6.1 [REDACTED] will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing

discrepancies or a critical edit failure<sup>3</sup> on the Pack Header or Pack Trailer records (e.g. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. [REDACTED] will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to [REDACTED] by BellSouth.

#### 9.6.7 ADUF Control Data

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

#### 9.6.8 ADUF Testing

9.6.8.1 Upon request from [REDACTED], BellSouth shall send a test file of generic data to [REDACTED] via CONNECT:DIRECT or Text File via e-mail. The Parties agree to review and discuss the test file's content and/or format.

### 10. CMDS Utilizing RAO Hosting

#### 10.1 Definitions

10.1.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies ("Telcordia") used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation.

10.1.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies ("Host") for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center ("Indirect Participants").

10.1.3 Revenue Accounting Office (RAO) Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.



- 10.1.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company.
- 10.1.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth's territory.
- 10.2 Upon [REDACTED] request, BellSouth, as a Direct Participant, shall provide RAO Hosting Services to [REDACTED], as an Indirect Participant, as set forth herein.
- 10.2.1 Where [REDACTED] selects BellSouth as its RAO Host for the delivery of Intercompany Settlements messages, [REDACTED] must request that BellSouth establish a unique hosted RAO code for [REDACTED]. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of Services pursuant to this Section. Services shall commence on a date mutually agreed to by the Parties.
- 10.2.2 BellSouth will record [REDACTED] End User messages and forward such messages to [REDACTED] via the ODUF in Exchange Message Interface (EMI) format. [REDACTED] must rate the messages and forward them to BellSouth, as its RAO Host, for distribution to the Billing Company via CMDS. BellSouth will deliver such messages for [REDACTED] through CMDS and will bill [REDACTED] for CMDS on a per message basis as set forth in Exhibit A of this Attachment. [REDACTED] must follow all Telcordia message exchange standards to send and receive the above referenced NICS and CATS settlements.
- 10.2.3 BellSouth will receive messages from [REDACTED] that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. [REDACTED] must send all messages to BellSouth no later than eighty nine (89) days after the message date or Telcordia will reject the entire pack.
- 10.2.4 RAO Hosting, CATS and NICS Services provided to [REDACTED] by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

- 10.2.5 [REDACTED] shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 10.2.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from [REDACTED]. All messages and related data exchanged between BellSouth and [REDACTED] will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 10.2.7 All data received from [REDACTED] that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the agreement(s) in effect between BellSouth and the involved LEC.
- 10.2.8 All data received from [REDACTED] that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor, currently Telcordia.
- 10.2.9 BellSouth will receive messages from the CMDS network that are destined to be processed by [REDACTED] and will forward them to [REDACTED] on a daily basis for processing.
- 10.2.10 CMDS data between BellSouth and [REDACTED] will be distributed via Secure FTP Mailbox. It will be created on a daily basis Monday through Friday, except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move [REDACTED] to CONNECT:DIRECT file delivery.
- 10.2.11 If [REDACTED] is moved to CONNECT:DIRECT, data circuits (private line or dial-up) will be required between BellSouth and [REDACTED] for the purpose of data transmission when utilizing CONNECT:DIRECT. Where a dedicated line is required, [REDACTED] will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. [REDACTED] will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Any costs incurred for such equipment will be [REDACTED] responsibility. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to [REDACTED]. Additionally, all message toll charges associated with the use of the dial circuit by [REDACTED] will be the responsibility of [REDACTED]. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the [REDACTED] end for the purpose of data transmission will be the responsibility of [REDACTED].

- 10.2.12 If [REDACTED] utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of [REDACTED]
- 10.2.13 [REDACTED] will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 10.2.14 In the event that data to be exchanged between [REDACTED] and BellSouth via CMDS should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. Should an error be detected by the EMI format edits performed by BellSouth on data received from [REDACTED] the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify [REDACTED] of the error. [REDACTED] will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, [REDACTED] will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

### 10.3 Intercompany Settlements Messages

- 10.3.1 BellSouth will receive the monthly NICS and CATS reports from Telcordia on behalf of [REDACTED] and will distribute copies of these reports to [REDACTED] on a monthly basis.
- 10.3.2 Through CATS BellSouth will collect the revenue earned by [REDACTED] from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of [REDACTED]. BellSouth will remit the revenue billed by [REDACTED] to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of [REDACTED]. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to [REDACTED] via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.
- 10.3.3 Through NICS BellSouth will collect the revenue earned by [REDACTED] within the BellSouth territory from another LEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of [REDACTED]. BellSouth will remit the revenue billed by [REDACTED] within the BellSouth region to the LEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to [REDACTED] via a CABS miscellaneous bill on a monthly basis in arrears.

10.3.4 BellSouth and [REDACTED] agree that monthly-netted amounts of less than fifty dollars (\$50.00) will not be settled.

**11. Rates**

11.1 For ODUF, ADUF and CMDS rates are as set forth in Exhibit A to this Attachment.

ODUF/ADUF/CMDS - Kentucky																
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	Rec	RATES (\$)		Nonrecurring Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							Nonrecurring Add'l	First								
ODUF/ADUF/CMDS	ACCESS DAILY USAGE FILE (ADUF)					0.001857										
	ADUF: Message Processing, per message					0.00012447										
	ADUF: Data Transmission (CONNECT/DIRECT), per message					0.0000138										
	OPTIONAL DAILY USAGE FILE (ODUF)					0.002506										
	ODUF: Recording, per message					35.90										
	ODUF: Message Processing, per Magnetic Tape provisioned					0.00010372										
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.004										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)					0.001										
	CMDS: Message Processing, per message															
	CMDS: Data Transmission (CONNECT/DIRECT), per message															

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

ODUF/ADUF/CMS	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rate	Nonrecurring Add'l						
ODUF/ADUF/CMS	ACCESS DAILY USAGE FILE (ADUF)												
	ADUF: Message Processing, per message					0.0098087							
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012803							
	OPTIONAL DAILY USAGE FILE (ODUF)												
	ODUF: Recording, per message					0.00000653							
	ODUF: Message Processing, per message					0.004707							
	ODUF: Message Processing, per Magnetic Tape provisioned					49.904							
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010689							
	CMS: Message Processing, per message					0.004							
	CMS: Data Transmission (CONNECT:DIRECT), per message					0.001							

Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 3		Exhibit A	
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
ODUF/ADUF/CNDS	ACCESS DAILY USAGE FILE (ADUF)													
	ADUF: Message Processing, per message				0.0156054									
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.0001387									
	OPTIONAL DAILY USAGE FILE (ODUF)				0.00000044									
	ODUF: Recording, per message				0.0027366									
	ODUF: Message Processing, per Magnetic Tape provisioned				52.75									
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.0000339									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CNDS)				0.004									
	CNDS: Message Processing, per message				0.001									
	CNDS: Data Transmission (CONNECT:DIRECT), per message													

Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: A	
					Rac	Nonrecurring First	Addl	Nonrecurring First			Addl	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Addl	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
<b>CALLING NAME (CNAM) SERVICE</b>														
	CNAM For DB Owners - Service Establishment													
	CNAM For Non DB Owners - Service Establishment													
	CNAM For DB Owners - Service Provisioning With Point Code Establishment													
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment													
	CNAM for DB Owners, Per Query													
	CNAM for Non DB Owners, Per Query													
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)													
<b>DSO WHOSAL E LOCAL SWITCH PORTS - MASS MARKET</b>														
<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>														
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2004)													
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2004)													
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2004)													
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Res. (E:1/1/2004)													
	Exchange Ports - 2-Wire VG res. low usage line port with Caller ID (LUM) (E:1/1/2004)													
	Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID (E:1/1/2004)													
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2004)													
	Exchange Ports - 2-Wire Analog Line Port - Res. (E:1/1/2005)													
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2005)													
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2005)													
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Res. (E:1/1/2005)													
	Exchange Ports - 2-Wire VG res. low usage line port with Caller ID (LUM) (E:1/1/2005)													
	Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID (E:1/1/2005)													
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2005)													
	Exchange Ports - 2-Wire Analog Line Port - Res. (E:1/1/2006)													
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2006)													
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2006)													
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Res. (E:1/1/2006)													
	Exchange Ports - 2-Wire VG res. low usage line port with Caller ID (LUM) (E:1/1/2006)													
	Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID (E:1/1/2006)													
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2006)													
	Exchange Ports - 2-Wire Analog Line Port - Res. (E:1/1/2007)													
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2007)													
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2007)													



SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted		Ordering Interface Rates (\$)		Attachment: 1		Exhibit: A	
					Pac	Nonrecurring	Add'l	Nonrecurring	Disconnect	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Change - Manual Svc Order vs. Electronic-1st	Change - Manual Svc Order vs. Electronic-Add'l	Change - Manual Svc Order vs. Electronic-Disc 1st	Change - Manual Svc Order vs. Electronic-Disc Add'l	
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Res. (E:1/1/2007)		UEPSR	UEPRM	8.49	34.95	12.48									
	Exchange Ports - 2-Wire VG res. low usage line port with Caller ID (LUM) (E:1/1/2007)		UEPSR	UEPAP	8.49	34.95	12.48									
	Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID (E:1/1/2007)		UEPSR	UEPVE	8.49	34.95	12.48									
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2007)		UEPSR	UEPRT	8.49	34.95	12.48									
	Subsequent Activity		UEPSR	USAS2	0.00	10.00	10.00									
	Subsequent Activity		UEPSR	UEPVF	0.00	0.00	0.00									
	<b>FEATURES</b>															
	All Available Vertical Features															
	<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>															
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2004)		UEPSB	UEPBL	1.49	61.66	18.58									
	Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2004)		UEPSB	UEPBC	1.49	61.66	18.58									
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2004)		UEPSB	UEPBO	1.49	61.66	18.58									
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Bus. (E:1/1/2004)		UEPSB	UEPBM	1.49	61.66	18.58									
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus (E:1/1/2004)		UEPSB	UEPB1	1.49	61.66	18.58									
	Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID (E:1/1/2004)		UEPSB	UEPVF	1.49	61.66	18.58									
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2004)		UEPSB	UEPBE	1.49	61.66	18.58									
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2005)		UEPSB	UEPBL	4.49	61.66	18.58									
	Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2005)		UEPSB	UEPBC	4.49	61.66	18.58									
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2005)		UEPSB	UEPBO	4.49	61.66	18.58									
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Bus. (E:1/1/2009)		UEPSB	UEPBM	4.49	61.66	18.58									
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus (E:1/1/2005)		UEPSB	UEPB1	4.49	61.66	18.58									
	Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID (E:1/1/2005)		UEPSB	UEPVF	4.49	61.66	18.58									
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2005)		UEPSB	UEPBE	4.49	61.66	18.58									
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2006)		UEPSB	UEPBL	6.49	61.66	18.58									
	Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2006)		UEPSB	UEPBC	6.49	61.66	18.58									
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2006)		UEPSB	UEPBO	6.49	61.66	18.58									
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Bus. (E:1/1/2006)		UEPSB	UEPBM	6.49	61.66	18.58									
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus (E:1/1/2006)		UEPSB	UEPB1	6.49	61.66	18.58									
	Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID (E:1/1/2006)		UEPSB	UEPVF	6.49	61.66	18.58									
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2006)		UEPSB	UEPBE	6.49	61.66	18.58									
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2007)		UEPSB	UEPBL	8.49	61.66	18.58									
	Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2007)		UEPSB	UEPBC	8.49	61.66	18.58									

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	Rec	RATES/NET EFFECTIVE RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1			Exhibit: A		
						Nonrecurring		Nonrecurring Disconnect		SOM/EC	SOM/AN			SOM/AN	SOM/AN	SOM/AN	SOM/AN	SOM/AN	SOM/AN
						First	Add'l	First	Add'l										
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2007)		UEP/SB	UEP/BO	8.49		61.66	18.58											
	Exchange Ports - 2-Wire VG, KY extended local dialing parity Port with Caller ID - Bus. (E:1/1/2007)		UEP/SB	UEP/BM	8.49		61.66	18.58											
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus (E:1/1/2007)		UEP/SB	UEP/B1	8.49		61.66	18.58											
	Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID (E:1/1/2007)		UEP/SB	UEP/WF	8.49		61.66	18.58											
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2007)		UEP/SB	UEP/BE	8.49		61.66	18.58											
	Subsequent Activity		UEP/SB	USAS2	0.00		10.00	10.00											
	Subsequent Activity		UEP/SB	UEP/VF	0.00		0.00	0.00											
	All Available Vertical Features		UEP/SB	UEP/VF	0.00		0.00	0.00											
	EXCHANGE PORT RATES (IDD & PBX)																		
	2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2004)		UEP/SE	UEP/PD	1.49		61.66	18.58											
	2-Wire VG 2-Way PBX Trunk - Bus (E:1/1/2004)		UEP/SP	UEP/PC	1.49		61.66	18.58											
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2004)		UEP/SP	UEP/PO	1.49		61.66	18.58											
	2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2004)		UEP/SP	UEP/P1	1.49		61.66	18.58											
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2004)		UEP/SP	UEP/LD	1.49		61.66	18.58											
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)		UEP/SP	UEP/LD	1.49		61.66	18.58											
	2-Wire Voice 2-Way PBX Usage Port (E:1/1/2004)		UEP/SP	UEP/XA	1.49		61.66	18.58											
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2004)		UEP/SP	UEP/XB	1.49		61.66	18.58											
	2-Wire Voice PBX LD DDD Terminal Port (E:1/1/2004)		UEP/SP	UEP/XC	1.49		61.66	18.58											
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEP/SP	UEP/XD	1.49		61.66	18.58											
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2004)		UEP/SP	UEP/XE	1.49		61.66	18.58											
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port Without LUD (E:1/1/2004)		UEP/SP	UEP/XF	1.49		61.66	18.58											
	2-Wire Voice PBX Kentucky LUD Area Calling Port (E:1/1/2004)		UEP/SP	UEP/XG	1.49		61.66	18.58											
	2-Wire Voice PBX Kentucky Premium Calling Port (E:1/1/2004)		UEP/SP	UEP/XH	1.49		61.66	18.58											
	2-Wire Voice 2-Way PBX Kentucky Area Calling Port Without LUD (E:1/1/2004)		UEP/SP	UEP/XI	1.49		61.66	18.58											
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2004)		UEP/SP	UEP/XL	1.49		61.66	18.58											
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2004)		UEP/SP	UEP/XM	1.49		61.66	18.58											
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Room Calling Port (E:1/1/2004)		UEP/SP	UEP/XO	1.49		61.66	18.58											
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2004)		UEP/SP	UEP/XS	1.49		61.66	18.58											
	2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2005)		UEP/SE	UEP/PD	4.49		61.66	18.58											
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2005)		UEP/SP	UEP/PC	4.49		61.66	18.58											
	2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2005)		UEP/SP	UEP/P1	4.49		61.66	18.58											
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2005)		UEP/SP	UEP/LD	4.49		61.66	18.58											
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)		UEP/SP	UEP/LD	4.49		61.66	18.58											
	2-Wire Voice 2-Way PBX Usage Port (E:1/1/2005)		UEP/SP	UEP/XA	4.49		61.66	18.58											
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)		UEP/SP	UEP/XB	4.49		61.66	18.58											
	2-Wire Voice PBX LD DDD Terminal Port (E:1/1/2005)		UEP/SP	UEP/XC	4.49		61.66	18.58											
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)		UEP/SP	UEP/XD	4.49		61.66	18.58											
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2005)		UEP/SP	UEP/XE	4.49		61.66	18.58											
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port Without LUD (E:1/1/2005)		UEP/SP	UEP/XF	4.49		61.66	18.58											

SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				SVC Order Submitted Elec per LSR	SOMEK	SVC Order Submitted Manually per LSR	SOMAN	Attachment 1		Exhibit A	
					Rate	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First					Nonrecurring Disconnect Add'l	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
2-Wire Voice PBX Kentucky LUD Area Calling Port (E:1/1/2006)			UEPSP	UEPXG	4.49	61.66	18.58									
2-Wire Voice PBX Kentucky Premium Calling Port (E:1/1/2005)			UEPSP	UEPXH	4.49	61.66	18.58									
2-Wire Voice PBX Kentucky Area Calling Port Without LUD (E:1/1/2005)			UEPSP	UEPXL	4.49	61.66	18.58									
2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2005)			UEPSP	UEPXL	4.49	61.66	18.58									
2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2005)			UEPSP	UEPXM	4.49	61.66	18.58									
2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Room Calling Port (E:1/1/2005)			UEPSP	UEPXO	4.49	61.66	18.58									
2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2005)			UEPSP	UEPXS	4.49	61.66	18.58									
2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2006)			UEPSE	UEPRD	6.49	61.66	18.58									
2-Wire VG Line Slide 2-Way PBX Trunk - Bus (E:1/1/2006)			UEPSP	UEPRC	6.49	61.66	18.58									
2-Wire VG Line Slide Outward PBX Trunk - Bus (E:1/1/2006)			UEPSP	UEPPO	6.49	61.66	18.58									
2-Wire VG Long Side Incoming PBX Trunk - Bus (E:1/1/2006)			UEPSP	UEPPI	6.49	61.66	18.58									
2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2006)			UEPSP	UEPLD	6.49	61.66	18.58									
2-Wire Voice PBX LD Terminal Ports (E:1/1/2006)			UEPSP	UEPLD	6.49	61.66	18.58									
2-Wire Voice 2-Way PBX Usage Port (E:1/1/2006)			UEPSP	UEPXA	6.49	61.66	18.58									
2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2006)			UEPSP	UEPXS	6.49	61.66	18.58									
2-Wire Voice PBX LD DDD Terminal Port (E:1/1/2006)			UEPSP	UEPXC	6.49	61.66	18.58									
2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2006)			UEPSP	UEPXD	6.49	61.66	18.58									
2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2006)			UEPSP	UEPXE	6.49	61.66	18.58									
2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port Without LUD (E:1/1/2006)			UEPSP	UEPXF	6.49	61.66	18.58									
2-Wire Voice PBX Kentucky LUD Area Calling Port (E:1/1/2006)			UEPSP	UEPXG	6.49	61.66	18.58									
2-Wire Voice PBX Kentucky Premium Calling Port (E:1/1/2006)			UEPSP	UEPXH	6.49	61.66	18.58									
2-Wire Voice 2-Way PBX Kentucky Area Calling Port Without LUD (E:1/1/2006)			UEPSP	UEPXL	6.49	61.66	18.58									
2-Wire Voice 2-Way PBX Hotel/Hospital Economy LUD (E:1/1/2006)			UEPSP	UEPXL	6.49	61.66	18.58									
Administrative Calling Port (E:1/1/2006)			UEPSP	UEPXM	6.49	61.66	18.58									
2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2006)			UEPSP	UEPXM	6.49	61.66	18.58									
2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Room Calling Port (E:1/1/2006)			UEPSP	UEPXO	6.49	61.66	18.58									
2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2006)			UEPSP	UEPXS	6.49	61.66	18.58									
2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2007)			UEPSE	UEPRD	8.49	61.66	18.58									
2-Wire VG Line Slide 2-Way PBX Trunk - Bus (E:1/1/2007)			UEPSP	UEPRC	8.49	61.66	18.58									
2-Wire VG Line Slide Outward PBX Trunk - Bus (E:1/1/2007)			UEPSP	UEPPO	8.49	61.66	18.58									
2-Wire VG Line Slide Incoming PBX Trunk - Bus (E:1/1/2007)			UEPSP	UEPPI	8.49	61.66	18.58									
2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2007)			UEPSP	UEPLD	8.49	61.66	18.58									
2-Wire Voice PBX LD Terminal Ports (E:1/1/2007)			UEPSP	UEPLD	8.49	61.66	18.58									
2-Wire Voice 2-Way PBX Usage Port (E:1/1/2007)			UEPSP	UEPXA	8.49	61.66	18.58									
2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2007)			UEPSP	UEPXS	8.49	61.66	18.58									
2-Wire Voice PBX LD DDD Terminal Port (E:1/1/2007)			UEPSP	UEPXC	8.49	61.66	18.58									
2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2007)			UEPSP	UEPXD	8.49	61.66	18.58									
2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2007)			UEPSP	UEPXE	8.49	61.66	18.58									
2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port Without LUD (E:1/1/2007)			UEPSP	UEPXF	8.49	61.66	18.58									

SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	Rate	RATES/NET EFFECTIVE RATES (\$)		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						Nonrecurring First	Add'l							
	2-Wire Voice PBX Kentucky LUD Area Calling Port (E:1/1/2007)		UEPSP	UEPXG	8.49	61.66	18.58							
	2-Wire Voice PBX Kentucky Premium Calling Port (E:1/1/2007)		UEPSP	UEPXH	8.49	61.66	18.58							
	2-Wire Voice PBX Kentucky Area Calling Port Without LUD (E:1/1/2007)		UEPSP	UEPXJ	8.49	61.66	18.58							
	2-Wire Voice PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2007)		UEPSP	UEPXL	8.49	61.66	18.58							
	2-Wire Voice PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2007)		UEPSP	UEPXM	8.49	61.66	18.58							
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2007)		UEPSP	UEPXO	8.49	61.66	18.58							
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2007)		UEPSP	UEPXS	8.49	61.66	18.58							
	Subsequent Activity		UEPSP	USAS2	0.00	10.00	10.00							
	Subsequent Activity		UEPSP	UEPVF	0.00	0.00	0.00							
	EXCHANGE PORT RATES (COIN)													
	Exchange Ports - Coin Port (E:1/1/2004)				1.49	61.66	18.58							
	Exchange Ports - Coin Port (E:1/1/2005)				4.49	61.66	18.58							
	Exchange Ports - Coin Port (E:1/1/2006)				6.49	61.66	18.58							
	Exchange Ports - Coin Port (E:1/1/2007)				8.49	61.66	18.58							
	Subsequent Activity				0.00	10.00	10.00							
	DSO WHOESALE LOCAL SWITCH PORTS - ENTERPRISE MARKET													
	3-WIRE VOICE GRADE LINE PORT RATES (RES)													
	Exchange Ports - 2-Wire Analog Line Port - Res. (E:1/1/2004)		UEPSR	UEPRL	11.49	34.95	12.48							
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2004)		UEPSR	UEPRC	11.49	34.95	12.48							
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2004)		UEPSR	UEPRO	11.49	34.95	12.48							
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Res. (E:1/1/2004)		UEPSR	UEPRM	11.49	34.95	12.48							
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Res. (E:1/1/2004)		UEPSR	UEPAP	11.49	34.95	12.48							
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Res. (E:1/1/2004)		UEPSR	UEPWE	11.49	34.95	12.48							
	Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPSR	UEPRT	11.49	34.95	12.48							
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2004)		UEPSR	USAS2	0.00	10.00	10.00							
	Subsequent Activity		UEPSR	UEPVF	0.00	0.00	0.00							
	FEATURES													
	All Available Vertical Features		UEPSB	UEPVC	11.49	61.66	18.58							
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)													
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2004)		UEPSB	UEPBC	11.49	61.66	18.58							
	Caller-Edge ID - Bus. (E:1/1/2004)		UEPSB	UEPBO	11.49	61.66	18.58							
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2004)		UEPSB	UEPBM	11.49	61.66	18.58							
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Bus. (E:1/1/2004)		UEPSB	UEPB1	11.49	61.66	18.58							
	Exchange Ports - 2-Wire VG Incoming only port with Caller ID - Bus (E:1/1/2004)		UEPSB	UEPWF	11.49	61.66	18.58							
	Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID (E:1/1/2004)		UEPSB	UEPPE	11.49	61.66	18.58							
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2004)		UEPSB	USAS2	0.00	10.00	10.00							
	Subsequent Activity		UEPSB	UEPVF	0.00	0.00	0.00							
	FEATURES													
	All Available Vertical Features		UEPSB	UEPVC	11.49	61.66	18.58							

SERVICES - Kentucky		Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Manually Submitted per LSR	Attachment 1 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Addl	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
CATEGORY	RATE ELEMENTS				Rec	Nonrecurring First	Nonrecurring Addl	Nonrecurring Disconnect First					
<b>EXCHANGE PORT RATES (IDD &amp; PBX)</b>													
	2-Wire VG 2-Way PBX Trunk - Fees (E:1/1/2004)		UEPSE	UEPFD	11.49	61.66	18.58						
	2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPC	11.49	61.66	18.58						
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPO	11.49	61.66	18.58						
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPI	11.49	61.66	18.58						
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)		UEPSP	UEPLD	11.49	61.66	18.58						
	2-Wire Voice 2-Way PBX Usage Port (E:1/1/2004)		UEPSP	UEPYA	11.49	61.66	18.58						
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2004)		UEPSP	UEPYB	11.49	61.66	18.58						
	2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2004)		UEPSP	UEPYC	11.49	61.66	18.58						
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEPSP	UEPYD	11.49	61.66	18.58						
	(E:1/1/2004)		UEPSP	UEPYE	11.49	61.66	18.58						
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port Without LUD (E:1/1/2004)		UEPSP	UEPYF	11.49	61.66	18.58						
	2-Wire Voice PBX Kentucky LUD Area Calling Port (E:1/1/2004)		UEPSP	UEPYG	11.49	61.66	18.58						
	2-Wire Voice PBX Kentucky Premium Calling Port (E:1/1/2004)		UEPSP	UEPYH	11.49	61.66	18.58						
	LUD (E:1/1/2004)		UEPSP	UEPYI	11.49	61.66	18.58						
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2004)		UEPSP	UEPYL	11.49	61.66	18.58						
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2004)		UEPSP	UEPYM	11.49	61.66	18.58						
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2004)		UEPSP	UEPYX	11.49	61.66	18.58						
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2004)		UEPSP	UEPXS	11.49	61.66	18.58						
	Subsequent Activity		UEPSP	USASZ	0.00	10.00	10.00						
	Subsequent Activity		UEPSP	UEPYV	0.00	0.00	0.00						
	Subsequent Activity		UEPSP	USASZ	11.49	61.66	18.58						
	Subsequent Activity		UEPSP	USASZ	0.00	10.00	10.00						
<b>DSO WHOLESALE LOCAL SWITCH PORT USAGE</b>													
	End Office Switching (Port Usage)				0.0011971								
	End Office Switching Function, Per MOU				0.0002112								
	Tandem Switching (Port Usage) (Local or Access Tandem)				0.000194								
	Tandem Switching Function, Per MOU				0.0002416								
	Tandem Trunk Port - Shared, Per MOU				0.000694381								
	Melded Factor - 48.65% of the Tandem Rate				0.000117538								
	Tandem Switching Function, Per MOU (Melded)				0.0003003								
	Common Transport				0.0007466								
	Common Transport - Per Mile, Per MOU												
	Common Transport - Facilities Termination, Per MOU												
	DSO Wholesale Local Voice Platform Services - Mass Market												
<p>&gt; End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to the DSO Wholesale Local Voice Platform except for the Coin Service which has a flat rate usage charge (USOC: URECUI).</p> <p>&gt; For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categorized accordingly.</p>													
<b>DSO WHOLESALE LOCAL VOICE PLATFORM (RES)</b>													
	Loop Rates		UEPRX	UEPLX	9.64								
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRX	UEPLX	14.37								
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRX	UEPLX	30.58								
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRX	UEPLX									

SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
					Rec	Nonrecurring	First	Add'l								Nonrecurring	First	Add'l
2-Wire Voice Grade Line Port (Res)	2-Wire voice port - residence (E:1/1/2004)		UEPRX	UEPRL	1.15	34.95	12.48											
	2-Wire voice port with Caller ID - res (E:1/1/2004)		UEPRX	UEPRC	1.15	34.95	12.48											
	2-Wire voice port outgoing only - res (E:1/1/2004)		UEPRX	UEPRO	1.15	34.95	12.48											
	2-Wire voice Kentucky extended local dialing party port with Caller ID - res (E:1/1/2004)		UEPRX	UEPRM	1.15	34.95	12.48											
	2-Wire voice res, low usage line port with Caller ID (E:1/1/2004)		UEPRX	UEPAP	1.15	34.95	12.48											
	2-Wire Voice Kentucky Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPRX	UEPWE	1.15	34.95	12.48											
	2-Wire voice port - residence (E:1/1/2005)		UEPRX	UEPRL	4.15	34.95	12.48											
	2-Wire voice port with Caller ID - res (E:1/1/2005)		UEPRX	UEPRC	4.15	34.95	12.48											
	2-Wire voice port outgoing only - res (E:1/1/2005)		UEPRX	UEPRO	4.15	34.95	12.48											
	2-Wire voice Kentucky extended local dialing party port with Caller ID - res (E:1/1/2005)		UEPRX	UEPRM	4.15	34.95	12.48											
2-Wire voice res, low usage line port with Caller ID (E:1/1/2005)	2-Wire voice res, low usage line port with Caller ID (E:1/1/2005)		UEPRX	UEPAP	4.15	34.95	12.48											
	2-Wire Voice Kentucky Residence Dialing Plan without Caller ID (E:1/1/2005)		UEPRX	UEPWE	4.15	34.95	12.48											
	2-Wire voice port - residence (E:1/1/2006)		UEPRX	UEPRL	6.15	34.95	12.48											
	2-Wire voice port with Caller ID - res (E:1/1/2006)		UEPRX	UEPRC	6.15	34.95	12.48											
	2-Wire voice port outgoing only - res (E:1/1/2006)		UEPRX	UEPRO	6.15	34.95	12.48											
	2-Wire voice Kentucky extended local dialing party port with Caller ID - res (E:1/1/2006)		UEPRX	UEPRM	6.15	34.95	12.48											
	2-Wire voice res, low usage line port with Caller ID (E:1/1/2006)		UEPRX	UEPAP	6.15	34.95	12.48											
	2-Wire Voice Kentucky Residence Dialing Plan without Caller ID (E:1/1/2006)		UEPRX	UEPWE	6.15	34.95	12.48											
	2-Wire voice port - residence (E:1/1/2007)		UEPRX	UEPRL	8.15	34.95	12.48											
	2-Wire voice port with Caller ID - res (E:1/1/2007)		UEPRX	UEPRC	8.15	34.95	12.48											
2-Wire voice port outgoing only - res (E:1/1/2007)	2-Wire voice port outgoing only - res (E:1/1/2007)		UEPRX	UEPRO	8.15	34.95	12.48											
	2-Wire voice Kentucky extended local dialing party port with Caller ID - res (E:1/1/2007)		UEPRX	UEPRM	8.15	34.95	12.48											
	2-Wire voice res, low usage line port with Caller ID (E:1/1/2007)		UEPRX	UEPAP	8.15	34.95	12.48											
	2-Wire Voice Kentucky Residence Dialing Plan without Caller ID (E:1/1/2007)		UEPRX	UEPWE	8.15	34.95	12.48											
	FEATURES	All Features Offered (E:1/1/2007)		UEPRX	UEPVF	0.00	0.00	0.00										
		NONRECURRING CHARGES - CONVERSION	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2004)		UEPRX	USAC2	10.00	10.00										
			2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2004)		UEPRX	USACC	10.00	10.00										
			ADDITIONAL NRCS	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2	10.00	10.00									
				Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL	8.33	0.83									
				DSO WHOLESALE LOCAL VOICE PLATFORM (BUS)	Loop Rates													
2-Wire Voice Grade Loop (SL1) - Zone 1						UEPRX	UEPLX	9.84										
2-Wire Voice Grade Loop (SL1) - Zone 2						UEPRX	UEPLX	14.37										
2-Wire Voice Grade Loop (SL1) - Zone 3						UEPRX	UEPLX	30.59										
2-Wire Voice Grade Line Port (Bus)					2-Wire voice port without Caller ID - bus (E:1/1/2004)		UEPRX	UEPBL	1.15	61.66	18.58							
	2-Wire voice port with Caller + E484 ID - bus (E:1/1/2004)					UEPRX	UEPBC	1.15	61.66	18.58								
	2-Wire voice port outgoing only - bus (E:1/1/2004)				UEPRX	UEPBO	1.15	61.66	18.58									
	2-Wire voice Kentucky extended local dialing party port with Caller ID - bus (E:1/1/2004)				UEPRX	UEPBM	1.15	61.66	18.58									

Attachment: 1

Exhibit: A

SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1				Exhibit: A					
					Rate	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	Svc Order/ Submitted Elec per LSR	Svc Order/ Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2004) (E:1/1/2004)			UEPBX	UEPB1	1.15	61.66	18.58											
2-Wire voice Kentucky Business Dialing Plan without Caller ID (E:1/1/2004)			UEPBX	UEPWF	1.15	61.66	18.58											
2-Wire voice port without Caller ID - bus (E:1/1/2005)			UEPBX	UEPBL	4.15	61.66	18.58											
2-Wire voice port with Caller + E484 ID - bus (E:1/1/2005)			UEPBX	UEPBC	4.15	61.66	18.58											
2-Wire voice port outgoing only - bus (E:1/1/2005)			UEPBX	UEPBO	4.15	61.66	18.58											
2-Wire voice Kentucky extended local dialing parity port with Caller ID - bus (E:1/1/2005)			UEPBX	UEPBM	4.15	61.66	18.58											
2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2005) (E:1/1/2005)			UEPBX	UEPB1	4.15	61.66	18.58											
2-Wire voice Kentucky Business Dialing Plan without Caller ID (E:1/1/2005)			UEPBX	UEPWF	4.15	61.66	18.58											
2-Wire voice port without Caller ID - bus (E:1/1/2006)			UEPBX	UEPBL	6.15	61.66	18.58											
2-Wire voice port with Caller + E484 ID - bus (E:1/1/2006)			UEPBX	UEPBC	6.15	61.66	18.58											
2-Wire voice port outgoing only - bus (E:1/1/2006)			UEPBX	UEPBO	6.15	61.66	18.58											
2-Wire voice Kentucky extended local dialing parity port with Caller ID - bus (E:1/1/2006)			UEPBX	UEPBM	6.15	61.66	18.58											
2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2006) (E:1/1/2006)			UEPBX	UEPB1	6.15	61.66	18.58											
2-Wire voice Kentucky Business Dialing Plan without Caller ID (E:1/1/2006)			UEPBX	UEPWF	6.15	61.66	18.58											
2-Wire voice port without Caller ID - bus (E:1/1/2007)			UEPBX	UEPBL	8.15	61.66	18.58											
2-Wire voice port with Caller + E484 ID - bus (E:1/1/2007)			UEPBX	UEPBC	8.15	61.66	18.58											
2-Wire voice port outgoing only - bus (E:1/1/2007)			UEPBX	UEPBO	8.15	61.66	18.58											
2-Wire voice Kentucky extended local dialing parity port with Caller ID - bus (E:1/1/2007)			UEPBX	UEPBM	8.15	61.66	18.58											
2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2007) (E:1/1/2007)			UEPBX	UEPB1	8.15	61.66	18.58											
2-Wire voice Kentucky Business Dialing Plan without Caller ID (E:1/1/2007)			UEPBX	UEPWF	8.15	61.66	18.58											
<b>FEATURES</b>			UEPBX	UEPWF	8.15	61.66	18.58											
All Features Offered			UEPBX	UEPWF	0.00	0.00	0.00											
<b>NONRECURRING CHARGES - CONVERSION</b>																		
2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2004)			UEPBX	USAC2		10.00	10.00											
2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2004)			UEPBX	USACC		10.00	10.00											
2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2005)			UEPBX	USAC2		10.00	10.00											
2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2005)			UEPBX	USACC		10.00	10.00											
<b>ADDITIONAL NRCS</b>																		
NRG - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent			UEPBX	USAS2		10.00	10.00											
Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	UHETL		8.33	0.83											
<b>DSO WHOLESALE LOCAL VOICE PLATFORM (RES - PBX)</b>																		
<b>Loop Rates</b>																		
2-Wire Voice Grade Loop (SL1) - Zone 1			UEPRG	UEPLX		9.64												
2-Wire Voice Grade Loop (SL1) - Zone 2			UEPRG	UEPLX		14.37												
2-Wire Voice Grade Loop (SL1) - Zone 3			UEPRG	UEPLX		30.59												
<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>																		
2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2004)			UEPRG	UEPRD		1.15	61.66	18.58										
2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2005)			UEPRG	UEPRD		4.15	61.66	18.58										
2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2006)			UEPRG	UEPRD		6.15	61.66	18.58										
2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2007)			UEPRG	UEPRD		8.15	61.66	18.58										
<b>FEATURES</b>			UEPRG	UEPWF		0.00	0.00	0.00										
All Features Offered			UEPRG	UEPWF		0.00	0.00	0.00										
<b>NONRECURRING CHARGES - CONVERSION</b>																		

SERVICES - Kentucky	CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Sve Order Submitted per LSR	Sve Order Manually Submitted per LSR	Attachment 1 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment 1 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rac	Nonrecurring Firt	Nonrecurring Add'l	Nonrecurring Disconnect Firt	Nonrecurring Disconnect Add'l	SOWEC						
		2-Wire Voice Grade Loop/ Line Port Platform - Switch-Asis (E:1/1/2004)		UEPRG	USAC2												
		2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)		UEPRG	USACC												
		2-Wire Voice Grade Loop/ Line Port Platform - Switch-Asis (E:1/1/2005)		UEPRG	USAC2												
		2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)		UEPRG	USACC												
		ADDITIONAL NRCS															
		2-Wire Voice Grade Loop/ Line Port Platform - Subsequent PBX Subsequent Activity - Change/Rearrange Multiplying Hunt Group		UEPRG	USAS2												
		Miscellaneous Rate Element - Tag Loop at End User Premise		UEPRG	USAS2												
		DSO WHOLESALE LOCAL VOICE PLATFORM (BUS - PBX)															
		Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		UEPPX	UEPLX												
		2-Wire Voice Grade Loop (SL1) - Zone 2		UEPPX	UEPLX												
		2-Wire Voice Grade Loop (SL1) - Zone 3		UEPPX	UEPLX												
		2-Wire Voice Grade Loop (SL1) - Zone 3		UEPPX	UEPLX												
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPC												
		Line Side Outward PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPC												
		Line Side Incoming PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPC												
		2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)		UEPPX	UEPLD												
		2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)		UEPPX	UEPLD												
		2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEPPX	UEPXA												
		2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEPPX	UEPXA												
		2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2004)		UEPPX	UEPXE												
		2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD (E:1/1/2004)		UEPPX	UEPXF												
		2-Wire Voice PBX Kentucky LUD Area Calling Port (E:1/1/2004)		UEPPX	UEPXG												
		2-Wire Voice PBX Kentucky Premium Calling Port (E:1/1/2004)		UEPPX	UEPXH												
		2-Wire Voice 2-Way Kentucky Area Calling Port without LUD (E:1/1/2004)		UEPPX	UEPXJ												
		2-Wire Voice OutDial Kentucky NAR Area Calling Port (E:1/1/2004)		UEPPX	UEPOK												
		Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2005)		UEPPX	UEPPC												
		Line Side Outward PBX Trunk Port - Bus (E:1/1/2005)		UEPPX	UEPPD												
		Line Side Incoming PBX Trunk Port - Bus (E:1/1/2005)		UEPPX	UEPPI												
		2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)		UEPPX	UEPLD												
		2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2005)		UEPPX	UEPXA												
		2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)		UEPPX	UEPXB												
		2-Wire Voice PBX LD DDD Terminal Ports (E:1/1/2005)		UEPPX	UEPXC												
		2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)		UEPPX	UEPXD												
		2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2005)		UEPPX	UEPXE												
		2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD (E:1/1/2005)		UEPPX	UEPXF												
		2-Wire Voice PBX Kentucky LUD Area Calling Port (E:1/1/2005)		UEPPX	UEPXG												
		2-Wire Voice PBX Kentucky Premium Calling Port (E:1/1/2005)		UEPPX	UEPXH												



SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachments: 1				Exhibit: A					
					Rate	Nonrecurring First Add'l	Recurring Add'l	Nonrecurring Disconnected First Add'l	SOMEC	SOMAN	Ordering Interface Rates (\$)	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	2-Wire Voice 2-Way Kentucky Area Calling Port without LUD (E:1/1/2005)		UEPPX	UEPXJ	4.15	61.66	18.58											
	2-Wire Voice OutDial Kentucky NAR Area Calling Port (E:1/1/2005)		UEPPX	UEPOK	4.15	61.66	18.58											
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2006)		UEPPX	UEPPC	6.15	61.66	18.58											
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2006)		UEPPX	UEPPO	6.15	61.66	18.58											
	Line Side Incoming PBX Trunk Port - Bus (E:1/1/2006)		UEPPX	UEPP1	6.15	61.66	18.58											
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2006)		UEPPX	UEPLD	6.15	61.66	18.58											
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2006)		UEPPX	UEPXA	6.15	61.66	18.58											
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2006)		UEPPX	UEPXB	6.15	61.66	18.58											
	2-Wire Voice PBX LD DDD Terminal Port (E:1/1/2006)		UEPPX	UEPXC	6.15	61.66	18.58											
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2006)		UEPPX	UEPXD	6.15	61.66	18.58											
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2006)		UEPPX	UEPYE	6.15	61.66	18.58											
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD (E:1/1/2006)		UEPPX	UEPYF	6.15	61.66	18.58											
	2-Wire Voice PBX Kentucky LUD Area Calling Port (E:1/1/2006)		UEPPX	UEPYG	6.15	61.66	18.58											
	2-Wire Voice PBX Kentucky Premium Calling Port (E:1/1/2006)		UEPPX	UEPYH	6.15	61.66	18.58											
	2-Wire Voice 2-Way Kentucky Area Calling Port without LUD (E:1/1/2006)		UEPPX	UEPYJ	6.15	61.66	18.58											
	2-Wire Voice OutDial Kentucky NAR Area Calling Port (E:1/1/2006)		UEPPX	UEPOK	6.15	61.66	18.58											
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2007)		UEPPX	UEPPC	8.15	61.66	18.58											
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2007)		UEPPX	UEPPO	8.15	61.66	18.58											
	Line Side Incoming PBX Trunk Port - Bus (E:1/1/2007)		UEPPX	UEPP1	8.15	61.66	18.58											
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2007)		UEPPX	UEPLD	8.15	61.66	18.58											
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2007)		UEPPX	UEPXA	8.15	61.66	18.58											
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2007)		UEPPX	UEPXB	8.15	61.66	18.58											
	2-Wire Voice PBX LD DDD Terminal Port (E:1/1/2007)		UEPPX	UEPXC	8.15	61.66	18.58											
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2007)		UEPPX	UEPXD	8.15	61.66	18.58											
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2007)		UEPPX	UEPYE	8.15	61.66	18.58											
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD (E:1/1/2007)		UEPPX	UEPYF	8.15	61.66	18.58											
	2-Wire Voice PBX Kentucky LUD Area Calling Port (E:1/1/2007)		UEPPX	UEPYG	8.15	61.66	18.58											
	2-Wire Voice PBX Kentucky Premium Calling Port (E:1/1/2007)		UEPPX	UEPYH	8.15	61.66	18.58											
	2-Wire Voice 2-Way Kentucky Area Calling Port without LUD (E:1/1/2007)		UEPPX	UEPYJ	8.15	61.66	18.58											
	2-Wire Voice OutDial Kentucky NAR Area Calling Port (E:1/1/2007)		UEPPX	UEPOK	8.15	61.66	18.58											
<b>FEATURES</b>																		
All Features Offered																		
<b>NONRECURRING CHARGES - CONVERSION</b>																		
	2-Wire Voice Grade Loop Line Port Platform - Switch-As-Is (E:1/1/2004)		UEPPX	USAC2		10.00	10.00											
	2-Wire Voice Grade Loop Line Port Platform - Switch with Change (E:1/1/2004)		UEPPX	USAC2		10.00	10.00											
	2-Wire Voice Grade Loop Line Port Platform - Switch-As-Is (E:1/1/2005)		UEPPX	USAC2		10.00	10.00											
	2-Wire Voice Grade Loop Line Port Platform - Switch with Change (E:1/1/2005)		UEPPX	USAC2		10.00	10.00											

SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE 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	Nonrecuring	Add'l	Nonrecuring						
ADDITIONAL NRCS														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group		UEPXX	USAS2	10.00	10.00	10.00							
	2-Wire Voice Grade Line Port Rates (COIN)		UEPXX	URETL	7.86	7.86	0.83							
	Miscellaneous Rate Element, Tag Loop at End User Premise				8.33									
	Loop Rates				9.64									
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPCO	UEPLX	14.37									
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPCO	UEPLX	30.58									
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPCO	UEPLX										
	2-Wire Voice Grade Line Port Rates (Coin)													
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRF	1.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening (AL, KY) (E:1/1/2004)		UEPCO	UEPRE	1.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC) (E:1/1/2004)		UEPCO	UEPRA	1.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY) (E:1/1/2004)		UEPCO	UEPKA	1.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPCD	1.15	61.66	18.58							
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRN	1.15	61.66	18.58							
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS) (E:1/1/2004)		UEPCO	UEPRJ	1.15	61.66	18.58							
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRH	1.15	61.66	18.58							
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPCN	1.15	61.66	18.58							
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS) (E:1/1/2005)		UEPCO	UEPRF	4.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening (AL, KY) (E:1/1/2005)		UEPCO	UEPRE	4.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC) (E:1/1/2005)		UEPCO	UEPRA	4.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY) (E:1/1/2005)		UEPCO	UEPKA	4.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2005)		UEPCO	UEPCD	4.15	61.66	18.58							
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS) (E:1/1/2005)		UEPCO	UEPRN	4.15	61.66	18.58							
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS) (E:1/1/2005)		UEPCO	UEPRJ	4.15	61.66	18.58							
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS) (E:1/1/2005)		UEPCO	UEPRH	4.15	61.66	18.58							
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2005)		UEPCO	UEPCN	4.15	61.66	18.58							
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS) (E:1/1/2006)		UEPCO	UEPRF	6.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening (AL, KY) (E:1/1/2006)		UEPCO	UEPRE	6.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC) (E:1/1/2006)		UEPCO	UEPRA	6.15	61.66	18.58							
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY) (E:1/1/2006)		UEPCO	UEPKA	6.15	61.66	18.58							

SERVICES - Kentucky	CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Attachment 1		Exhibit A		
						Rac	Nonrecurring First	Addl	Nonrecurring First	Disconnect Addl	SOM/EC	SOM/AN	SOM/AN	SOM/AN	SOM/AN	SOM/AN
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2006)		UEPCO	UEPCD	6.15	61.66	18.58								
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS) (E:1/1/2006)		UEPCO	UEPNN	6.15	61.66	18.58								
		2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS) (E:1/1/2006)		UEPCO	UEPRJ	6.15	61.66	18.58								
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900976, 1+DDD (AL, KY, LA, MS) (E:1/1/2006)		UEPCO	UEPRH	6.15	61.66	18.58								
		2-Wire Coin Outward Operator Screening & Blocking: 900976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2006)		UEPCO	UEPCN	6.15	61.66	18.58								
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS) (E:1/1/2007)		UEPCO	UEPRF	8.15	61.66	18.58								
		2-Wire Coin 2-Way with Operator Screening (AL, KY) (E:1/1/2007)		UEPCO	UEPRE	8.15	61.66	18.58								
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900976, 1+DDD (AL, KY, LA, MS, SC) (E:1/1/2007)		UEPCO	UEPRA	8.15	61.66	18.58								
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY) (E:1/1/2007)		UEPCO	UEPKA	8.15	61.66	18.58								
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2007)		UEPCO	UEPCD	8.15	61.66	18.58								
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS) (E:1/1/2007)		UEPCO	UEPRN	8.15	61.66	18.58								
		2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS) (E:1/1/2007)		UEPCO	UEPRJ	8.15	61.66	18.58								
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900976, 1+DDD (AL, KY, LA, MS) (E:1/1/2007)		UEPCO	UEPRH	8.15	61.66	18.58								
		2-Wire Coin Outward Operator Screening & Blocking: 900976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2007)		UEPCO	UEPCN	8.15	61.66	18.58								
		Wholesale Access Line Platform (Coin Usage (Flat Rate))		UEPCO	UEPCU	3.50										
		<b>NONRECURRING CHARGES - CONVERSION</b>														
		2-Wire Voice Grade Loop/ Line Port Platform - Switch As-is (E:1/1/2004)		UEPCO	USAC2	10.00		10.00								
		2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)		UEPCO	USACC	10.00		10.00								
		2-Wire Voice Grade Loop/ Line Port Platform - Switch As-is (E:1/1/2005)		UEPCO	USAC2	10.00		10.00								
		2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)		UEPCO	USACC	10.00		10.00								
		<b>ADDITIONAL NRCS</b>														
		2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPCO	USAS2	10.00		10.00								
		Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	UEBTL	8.33		0.33								
		<b>DSO Wholesale Local Voice Platform Services - Enterprise Market</b>														
		> End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to the DSO Wholesale Local Voice Platform except for the Coin Services which has a flat rate usage charge (USOC: UREGU).														
		> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCS may apply also and are														
		<b>DSO WHOLESAL LOCAL VOICE PLATFORM (RES)</b>														
		<b>Loop Rates</b>														
		2-Wire Voice Grade Loop (SL-1) - Zone 1		UEPRX	UEPLX	9.64										
		2-Wire Voice Grade Loop (SL-1) - Zone 2		UEPRX	UEPLX	14.37										
		2-Wire Voice Grade Loop (SL-1) - Zone 3		UEPRX	UEPLX	30.59										
		<b>2-Wire Voice Grade Line Port (Res)</b>														
		2-Wire voice port - residence (E:1/1/2004)		UEPRX	UEPRL	11.15		34.95		12.48						
		2-Wire voice port with Caller ID - res (E:1/1/2004)		UEPRX	UEPRC	11.15		34.95		12.48						
		2-Wire voice port outgoing only - res (E:1/1/2004)		UEPRX	UEPRO	11.15		34.95		12.48						

SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1		Exhibit: A							
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	Ordering Interface Rates (\$)	SOMAN	SOMAN	SOMAN			
	2-Wire voice Kentucky extended local dialing party port with Caller ID - Res (E:1/1/2004)		UEPRX	UEPRM	11.15	34.95	12.48											
	2-Wire voice res. low usage line port with Caller ID (E:1/1/2004)		UEPRX	UEPAP	11.15	34.95	12.48											
	2-Wire voice Kentucky Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPRX	UEPWE	11.15	34.95	12.48											
	<b>FEATURES</b> All Features Offered		UEPRX	UEPVF	0.00	0.00	0.00											
	<b>NONRECURRING CHARGES - CONVERSION</b>																	
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2004)		UEPRX	USAC2		10.00	10.00											
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2004)		UEPRX	USACC		10.00	10.00											
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2005)		UEPRX	USAC2		10.00	10.00											
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2005)		UEPRX	USACC		10.00	10.00											
	<b>ADDITIONAL NRCS</b>																	
	NRG - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2		10.00	10.00											
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	UEPNT		8.33	0.83											
	<b>DSO WHOLESALE LOCAL VOICE PLATFORM (BUS)</b>																	
	<b>Loop Rates</b>																	
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPBX	UEPLX	9.64													
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPBX	UEPLX	14.37													
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPBX	UEPLX	30.59													
	<b>2-Wire Voice Grade Line Port (Bus)</b>																	
	2-Wire voice port without Caller ID - bus (E:1/1/2004)		UEPBX	UEPBL	11.15	61.66	18.58											
	2-Wire voice port with Caller + E484 ID - bus (E:1/1/2004)		UEPBX	UEPBC	11.15	61.66	18.58											
	2-Wire voice port outgoing only - bus (E:1/1/2004)		UEPBX	UEPBO	11.15	61.66	18.58											
	2-Wire voice Kentucky extended local dialing party port with Caller ID - bus (E:1/1/2004)		UEPBX	UEPBM	11.15	61.66	18.58											
	2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2004)		UEPBX	UEPBI	11.15	61.66	18.58											
	2-Wire voice Kentucky Business Dialing Plan without Caller ID (E:1/1/2004)		UEPBX	UEPWF	11.15	61.66	18.58											
	<b>FEATURES</b>																	
	All Features Offered		UEPBX	UEPVF	0.00	0.00	0.00											
	<b>NONRECURRING CHARGES - CONVERSION</b>																	
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2004)		UEPBX	USAC2		10.00	10.00											
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2004)		UEPBX	USACC		10.00	10.00											
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2005)		UEPBX	USAC2		10.00	10.00											
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2005)		UEPBX	USACC		10.00	10.00											
	<b>ADDITIONAL NRCS</b>																	
	NRG - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	USAS2		10.00	10.00											
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	UEPNT		8.33	0.83											
	<b>DSO WHOLESALE LOCAL VOICE PLATFORM (RES - PBX)</b>																	
	<b>Loop Rates</b>																	
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRG	UEPLX	9.64													
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRG	UEPLX	14.37													
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRG	UEPLX	30.59													
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>																	
	2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2004)		UEPRG	UEPRD	11.15	61.66	18.58											
	<b>FEATURES</b>																	

SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1		Exhibit A	
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	Ordering Interface Rates (\$)
<b>NONRECURRING CHARGES - CONVERSION</b>												
All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					
2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2004)			UEPRG	USAC2		10.00	10.00					
2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)			UEPRG	USACC		10.00	10.00					
2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)			UEPRG	USAC2		10.00	10.00					
2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPRG	USACC		10.00	10.00					
<b>ADDITIONAL NRCS</b>												
2-Wire Voice Grade Loop/ Line Port Platform - Subsequent PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group			UEPRG	USAS2		10.00	10.00					
Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		14.64	14.64					
						8.33	0.83					
<b>DSO WHOLESALE LOCAL VOICE PLATFORM (BUS - PBX)</b>												
Loop Rates			UEPPX	UEPLX	9.64							
2-Wire Voice Grade Loop (SL1) - Zone 1			UEPPX	UEPLX	14.37							
2-Wire Voice Grade Loop (SL1) - Zone 2			UEPPX	UEPLX	30.58							
2-Wire Voice Grade Loop (SL1) - Zone 3			UEPPX	UEPLX								
2-Wire Voice Grade Line Port Rates (BUS - PBX)			UEPPX	UEPXD	11.15							
Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2004)			UEPPX	UEPXA	11.15	61.66	18.58					
Line Side Outward PBX Trunk Port - Bus (E:1/1/2004)			UEPPX	UEPPO	11.15	61.66	18.58					
Line Side Inward PBX Trunk Port - Bus (E:1/1/2004)			UEPPX	UEPPI	11.15	61.66	18.58					
2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)			UEPPX	UEPPLD	11.15	61.66	18.58					
2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)			UEPPX	UEPXB	11.15	61.66	18.58					
2-Wire Voice PBX LD Terminal Switchboard DD Capable Port (E:1/1/2004)			UEPPX	UEPXD	11.15	61.66	18.58					
2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD (E:1/1/2004)			UEPPX	UEPYE	11.15	61.66	18.58					
2-Wire Voice PBX Kentucky LUD Area Calling Port (E:1/1/2004)			UEPPX	UEPYF	11.15	61.66	18.58					
2-Wire Voice PBX Kentucky Premium Calling Port (E:1/1/2004)			UEPPX	UEPYH	11.15	61.66	18.58					
2-Wire Voice 2-Way Kentucky Area Calling Port without LUD (E:1/1/2004)			UEPPX	UEPYJ	11.15	61.66	18.58					
2-Wire Voice Outdial Kentucky NAR Area Calling Port (E:1/1/2004)			UEPPX	UEPOK	11.15	61.66	18.58					
<b>FEATURES</b>												
All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					
<b>NONRECURRING CHARGES - CONVERSION</b>												
2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2004)			UEPPX	USAC2		10.00	10.00					
2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)			UEPPX	USACC		10.00	10.00					
2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)			UEPPX	USAC2		10.00	10.00					
2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPPX	USACC		10.00	10.00					
<b>ADDITIONAL NRCS</b>												
2-Wire Voice Grade Loop/ Line Port Platform - Subsequent PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group			UEPPX	USAS2		10.00	10.00					
Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		7.86	7.86					
						8.33	0.83					

SERVICES - Kentucky	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment 1		Exhibit A	
					Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect	ADD'l	SOMAN	SOMAN
CATEGORY					First	First	First	First	First	First	First	First
	<b>2-Wire Voice Grade Line Port Rates (COIN)</b>											
	<b>Loop Rates</b>											
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPCO	UEPLX	9.64							
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPCO	UEPLX	14.37							
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPCO	UEPLX	30.59							
	<b>2-Wire Voice Grade Line Port Rates (Coin)</b>											
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRF	11.15	61.66	18.58					
	2-Wire Coin 2-Way with Operator Screening (AL, KY) (E:1/1/2004)		UEPCO	UEPPE	11.15	61.66	18.58					
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1-D-DD (AL, KY, LA, MS, SO) (E:1/1/2004)		UEPCO	UEPRA	11.15	61.66	18.58					
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY) (E:1/1/2004)		UEPCO	UEPKA	11.15	61.66	18.58					
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1-D-DD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPCD	11.15	61.66	18.58					
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS) (E:1/1/2004)		UEPCO	UEPBN	11.15	61.66	18.58					
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS) (E:1/1/2004)		UEPCO	UEPRJ	11.15	61.66	18.58					
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1-D-DD (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRH	11.15	61.66	18.58					
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1-D-DD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPCN	11.15	61.66	18.58					
	Wholesale Access Line Platform (Coin) Usage (Flat Rate)		UEPCO	UEBEGU	5.50							
	<b>NONRECURRING CHARGES - CONVERSION</b>											
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2004)		UEPCO	USAC2	10.00		10.00					
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)		UEPCO	USACC	10.00		10.00					
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)		UEPCO	USAC2	10.00		10.00					
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)		UEPCO	USACC	10.00		10.00					
	<b>ADDITIONAL NCS</b>											
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	USAS2	10.00		10.00					
			UEPCO	UEFTL	8.33		0.83					

SERVICES - Mississippi	CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	Rat	RATES/NET EFFECTIVE RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1		Exhibit A	
							First	Add'l	Nonrecurring	Disconnect	First	Add'l			Ordering Interface Rates (\$)	SOMAN	Charge - Manual Svc Order vs. Electronic- Add'l	SOMAN
<b>CALLING NAME (CNAM) SERVICE</b>																		
		CNAM For DB Owners - Service Establishment						23.09	23.09		21.23	21.23						
		CNAM For Non DB Owners - Service Establishment						23.09	23.09		21.23	21.23						
		CNAM For DB Owners - Service Provisioning With Point Code Establishment						996.62	737.06		270.49	198.89						
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment						944.32	246.56		276.85	198.89						
		CNAM for DB Owners, Per Query						0.008										
		CNAM for Non DB Owners, Per Query						0.008										
<b>DSO WHOLESALE LOCAL SWITCH PORTS - MASS MARKET</b>																		
		<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>																
		Exchange Ports - 2-Wire Analog Line Port - Res. (E:1/1/2004)		UEPSR	UEPRC	1.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2004)		UEPSR	UEPRC	1.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2004)		UEPSR	UEPRO	1.41		38.76	10.95									
		Exchange Ports - 2-Wire VG MS extended local dialing parity Port with Caller ID - Res. (E:1/1/2004)		UEPSR	UEPAT	1.41		38.76	10.95									
		Exchange Ports - 2-Wire VG res, low usage line port with Caller ID (LUM) (E:1/1/2004)		UEPSR	UEPAP	1.41		38.76	10.95									
		Exchange Ports - 2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPSR	UEPWJ	1.41		38.76	10.95									
		Exchange Ports - 2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPSR	UEPRT	1.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2005)		UEPSR	UEPRL	4.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2005)		UEPSR	UEPRC	4.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2005)		UEPSR	UEPRO	4.41		38.76	10.95									
		Exchange Ports - 2-Wire VG MS extended local dialing parity Port with Caller ID - Res. (E:1/1/2005)		UEPSR	UEPAT	4.41		38.76	10.95									
		Exchange Ports - 2-Wire VG res, low usage line port with Caller ID (LUM) (E:1/1/2005)		UEPSR	UEPAP	4.41		38.76	10.95									
		Exchange Ports - 2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2005)		UEPSR	UEPWJ	4.41		38.76	10.95									
		Exchange Ports - 2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2005)		UEPSR	UEPRT	4.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2006)		UEPSR	UEPRL	6.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2006)		UEPSR	UEPRC	6.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2006)		UEPSR	UEPRO	6.41		38.76	10.95									
		Exchange Ports - 2-Wire VG MS extended local dialing parity Port with Caller ID - Res. (E:1/1/2006)		UEPSR	UEPAT	6.41		38.76	10.95									
		Exchange Ports - 2-Wire VG res, low usage line port with Caller ID (LUM) (E:1/1/2006)		UEPSR	UEPAP	6.41		38.76	10.95									
		Exchange Ports - 2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2006)		UEPSR	UEPWJ	6.41		38.76	10.95									
		Exchange Ports - 2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2006)		UEPSR	UEPRT	6.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2007)		UEPSR	UEPRL	8.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2007)		UEPSR	UEPRC	8.41		38.76	10.95									
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2007)		UEPSR	UEPRO	8.41		38.76	10.95									
		Exchange Ports - 2-Wire VG MS extended local dialing parity Port with Caller ID - Res. (E:1/1/2007)		UEPSR	UEPAT	8.41		38.76	10.95									

SERVICES - Mississippi	RATE ELEMENTS	Zone	BCS	USOC	Rec	RATES/NET EFFECTIVE RATES (\$)				SVC Order Submitted Elec per LSR	SVC Order Submitted Manually per LSR	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Addl	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Addl
						Nonrecurring First	Nonrecurring Addl	Nonrecurring Disconnect First	Nonrecurring Disconnect Addl						
	Exchange Ports - 2-Wire VG res. low usage line port with Caller ID (LUA) (E:1/1/2007)		UEPSR	UEPAP	8.41	38.76	10.95								
	Exchange Ports - 2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2007)		UEPSR	UEPWJ	8.41	38.76	10.95								
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2007)		UEPSR	UEPRT	8.41	38.76	10.95								
	Subsequent Activity		UEPSR	USAS2	0.00	10.00	10.00								
	<b>FEATURES</b>														
	<b>AI Available Vertical Features</b>														
	<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>														
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2004)		UEPSB	UEPBL	1.41	56.45	12.64								
	Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2004)		UEPSB	UEPBC	1.41	56.45	12.64								
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2004)		UEPSB	UEPBO	1.41	56.45	12.64								
	Exchange Ports - 2-Wire VG MS extended local dialing parity Port with Caller ID - Bus. (E:1/1/2004)		UEPSB	UEPAY	1.41	56.45	12.64								
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus (E:1/1/2004)		UEPSB	UEPB1	1.41	56.45	12.64								
	Exchange Ports - 2-Wire Voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2004)		UEPSB	UEPWK	1.41	56.45	12.64								
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2004)		UEPSB	UEPBE	1.41	56.45	12.64								
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2005)		UEPSB	UEPBL	4.41	56.45	12.64								
	Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2005)		UEPSB	UEPBC	4.41	56.45	12.64								
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2005)		UEPSB	UEPBO	4.41	56.45	12.64								
	Exchange Ports - 2-Wire VG MS extended local dialing parity Port with Caller ID - Bus. (E:1/1/2005)		UEPSB	UEPAY	4.41	56.45	12.64								
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus (E:1/1/2005)		UEPSB	UEPB1	4.41	56.45	12.64								
	Exchange Ports - 2-Wire Voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2005)		UEPSB	UEPWK	4.41	56.45	12.64								
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2005)		UEPSB	UEPBE	4.41	56.45	12.64								
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2006)		UEPSB	UEPBL	6.41	56.45	12.64								
	Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2006)		UEPSB	UEPBC	6.41	56.45	12.64								
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2006)		UEPSB	UEPBO	6.41	56.45	12.64								
	Exchange Ports - 2-Wire VG MS extended local dialing parity Port with Caller ID - Bus. (E:1/1/2006)		UEPSB	UEPAY	6.41	56.45	12.64								
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus (E:1/1/2006)		UEPSB	UEPB1	6.41	56.45	12.64								
	Exchange Ports - 2-Wire Voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2006)		UEPSB	UEPWK	6.41	56.45	12.64								
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2006)		UEPSB	UEPBE	6.41	56.45	12.64								
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2007)		UEPSB	UEPBL	8.41	56.45	12.64								
	Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2007)		UEPSB	UEPBC	8.41	56.45	12.64								
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2007)		UEPSB	UEPBO	8.41	56.45	12.64								



SERVICES - Mississippi	RATE ELEMENTS	Zone	BOS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1		Exhibit A	
					Rac	Nonrecurring	Addl	Nonrecurring			Discount	Addl	Ordering Interface Rates (\$)	SOMAN
	Exchange Ports - 2-Wire VG MS extended local dialing party		UEPSB	UEPAY	8.41	56.45	12.64							
	Port with Caller ID - Bus. (E:1/1/2007)		UEPSB	UEPB1	8.41	56.45	12.64							
	Exchange Ports - 2-Wire VG Incoming only port with Caller ID - Bus (E:1/1/2007)		UEPSB	UEPWK	8.41	56.45	12.64							
	Exchange Ports - 2-Wire Voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2007)		UEPSB	UEPPE	8.41	56.45	12.64							
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2007)		UEPSB	USAS2	0.00	10.00	10.00							
	Subsequent Activity		UEPSB	UEPVF	2.56	0.00	0.00							
	<b>FEATURES</b>													
	All Available Vertical Features													
	<b>EXCHANGE PORT RATES (IDD &amp; PBX)</b>													
	2-Wire VG 2-Way PBX Trunk - Bus (E:1/1/2004)		UEPSE	UEPHD	1.41	56.45	12.64							
	2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPC	1.41	56.45	12.64							
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPC	1.41	56.45	12.64							
	2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPP1	1.41	56.45	12.64							
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPLD	1.41	56.45	12.64							
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)		UEPSP	UEPLD	1.41	56.45	12.64							
	2-Wire Voice 2-Way PBX Usage Port (E:1/1/2004)		UEPSP	UEPXA	1.41	56.45	12.64							
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2004)		UEPSP	UEPXB	1.41	56.45	12.64							
	2-Wire Voice PBX LD DDD Terminal Ports (E:1/1/2004)		UEPSP	UEPXC	1.41	56.45	12.64							
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEPSP	UEPXD	1.41	56.45	12.64							
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2004)		UEPSP	UEPXE	1.41	56.45	12.64							
	Administrative Calling Port (E:1/1/2004)		UEPSP	UEPXL	1.41	56.45	12.64							
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2004)		UEPSP	UEPXM	1.41	56.45	12.64							
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2004)		UEPSP	UEPXO	1.41	56.45	12.64							
	2-Wire Voice 2-Way PBX Mississippi Local Economy Calling Port (E:1/1/2004)		UEPSP	UEPXO	1.41	56.45	12.64							
	2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port (E:1/1/2004)		UEPSP	UEPXR	1.41	56.45	12.64							
	2-Wire Voice PBX Port, Mississippi only (E:1/1/2004)		UEPSP	UEPAS	1.41	56.45	12.64							
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2004)		UEPSP	UEPXS	1.41	56.45	12.64							
	2-Wire VG 2-Way PBX Trunk - Bus (E:1/1/2005)		UEPSE	UEPHD	1.41	56.45	12.64							
	2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2005)		UEPSP	UEPPC	1.41	56.45	12.64							
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2005)		UEPSP	UEPPC	1.41	56.45	12.64							
	2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2005)		UEPSP	UEPP1	1.41	56.45	12.64							
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2005)		UEPSP	UEPLD	1.41	56.45	12.64							
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)		UEPSP	UEPLD	1.41	56.45	12.64							
	2-Wire Voice 2-Way PBX Usage Port (E:1/1/2005)		UEPSP	UEPXA	1.41	56.45	12.64							
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)		UEPSP	UEPXB	1.41	56.45	12.64							
	2-Wire Voice PBX LD DDD Terminal Ports (E:1/1/2005)		UEPSP	UEPXC	1.41	56.45	12.64							
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)		UEPSP	UEPXD	1.41	56.45	12.64							
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2005)		UEPSP	UEPXE	1.41	56.45	12.64							
	Administrative Calling Port (E:1/1/2005)		UEPSP	UEPXL	1.41	56.45	12.64							
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2005)		UEPSP	UEPXM	1.41	56.45	12.64							
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2005)		UEPSP	UEPXO	1.41	56.45	12.64							
	2-Wire Voice 2-Way PBX Mississippi Local Economy Calling Port (E:1/1/2005)		UEPSP	UEPXO	1.41	56.45	12.64							

SERVICES - Mississippi	RATE ELEMENTS	Zone	BOS	USOC	RATES/NET EFFECTIVE RATES (\$)						Attachment: 1			Exhibit: A				
					Rec	First	Nonrecurring	Add'l	First	Discontinued	Add'l	SOM/EC	SOM/AN	SOM/AN	Incremental Charge - Manual Svc	Incremental Charge - Electronic-Add'l	SOM/AN	Incremental Charge - Manual Svc
2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port (E:1/1/2005)			UEPSP	UEPXR	4.41	56.45		12.64										
2-Wire Voice PBX Port, Mississippi only (E:1/1/2005)			UEPSP	UEPXS	4.41	56.45		12.64										
2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2005)			UEPSP	UEPXE	4.41	56.45		12.64										
2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2006)			UEPSE	UEPXD	6.41	56.45		12.64										
2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2006)			UEPSP	UEPXC	6.41	56.45		12.64										
2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2006)			UEPSP	UEPXD	6.41	56.45		12.64										
2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2006)			UEPSP	UEPXD	6.41	56.45		12.64										
2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2006)			UEPSP	UEPXD	6.41	56.45		12.64										
2-Wire Voice PBX LD Terminal Ports (E:1/1/2006)			UEPSP	UEPXD	6.41	56.45		12.64										
2-Wire Voice 2-Way PBX Usage Port (E:1/1/2006)			UEPSP	UEPXA	6.41	56.45		12.64										
2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2006)			UEPSP	UEPXA	6.41	56.45		12.64										
2-Wire Voice PBX LD DDD Terminal Ports (E:1/1/2006)			UEPSP	UEPXC	6.41	56.45		12.64										
2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2006)			UEPSP	UEPXD	6.41	56.45		12.64										
2-Wire Voice PBX LD Terminal Switchboard ID Capable Port (E:1/1/2006)			UEPSP	UEPXE	6.41	56.45		12.64										
2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2006)			UEPSP	UEPXL	6.41	56.45		12.64										
2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2006)			UEPSP	UEPXM	6.41	56.45		12.64										
2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2006)			UEPSP	UEPXD	6.41	56.45		12.64										
2-Wire Voice 2-Way PBX Mississippi Local Economy Calling Port (E:1/1/2006)			UEPSP	UEPXD	6.41	56.45		12.64										
2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port (E:1/1/2006)			UEPSP	UEPXS	6.41	56.45		12.64										
2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2006)			UEPSP	UEPXE	6.41	56.45		12.64										
2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2007)			UEPSE	UEPXD	8.41	56.45		12.64										
2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2007)			UEPSP	UEPXC	8.41	56.45		12.64										
2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2007)			UEPSP	UEPXD	8.41	56.45		12.64										
2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2007)			UEPSP	UEPXD	8.41	56.45		12.64										
2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2007)			UEPSP	UEPXD	8.41	56.45		12.64										
2-Wire Voice PBX LD Terminal Ports (E:1/1/2007)			UEPSP	UEPXD	8.41	56.45		12.64										
2-Wire Voice 2-Way PBX Usage Port (E:1/1/2007)			UEPSP	UEPXA	8.41	56.45		12.64										
2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2007)			UEPSP	UEPXA	8.41	56.45		12.64										
2-Wire Voice PBX LD DDD Terminal Ports (E:1/1/2007)			UEPSP	UEPXC	8.41	56.45		12.64										
2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2007)			UEPSP	UEPXD	8.41	56.45		12.64										
2-Wire Voice PBX LD Terminal Switchboard ID Capable Port (E:1/1/2007)			UEPSP	UEPXE	8.41	56.45		12.64										
2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2007)			UEPSP	UEPXL	8.41	56.45		12.64										
2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2007)			UEPSP	UEPXM	8.41	56.45		12.64										
2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2007)			UEPSP	UEPXD	8.41	56.45		12.64										
2-Wire Voice 2-Way PBX Mississippi Local Economy Calling Port (E:1/1/2007)			UEPSP	UEPXD	8.41	56.45		12.64										
2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port (E:1/1/2007)			UEPSP	UEPXS	8.41	56.45		12.64										
2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2007)			UEPSP	UEPXE	8.41	56.45		12.64										
2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2007)			UEPSP	UEPXS	8.41	56.45		12.64										
Subsequent Activity			UEPSP	USAS2	0.00	10.00		10.00										

FEATURES

SERVICES - Mississippi	CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOM/EC				
		All Available Vertical Features		UEPSP UEPSE	UEPVF	2.56	0.00	0.00							
		<b>EXCHANGE PORT RATES (CON)</b>													
		Exchange Ports - Coin Port (E:1/1/2004)				1.41	56.45	12.64							
		Exchange Ports - Coin Port (E:1/1/2005)				4.41	56.45	12.64							
		Exchange Ports - Coin Port (E:1/1/2006)				6.41	56.45	12.64							
		Exchange Ports - Coin Port (E:1/1/2007)				8.41	56.45	12.64							
		Subsequent Activity				0.00	10.00	10.00							
		<b>DSO WHOLESALE LOCAL SWITCH PORTS - ENTERPRISE MARKET</b>													
		<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>													
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2004)		UEPSP	UEPRL	11.41	38.76	10.95							
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2004)		UEPSP	UEPRL	11.41	38.76	10.95							
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2004)		UEPSP	UEPRL	11.41	38.76	10.95							
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2004)		UEPSP	UEPRL	11.41	38.76	10.95							
		Exchange Ports - 2-Wire VG MS extended local dialing parity Port with Caller ID - Res. (E:1/1/2004)		UEPSP	UEPAT	11.41	38.76	10.95							
		Exchange Ports - 2-Wire VG res. low usage line port with Caller ID (LUM) (E:1/1/2004)		UEPSP	UEPAP	11.41	38.76	10.95							
		Exchange Ports - 2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPSP	UEPWJ	11.41	38.76	10.95							
		2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2004)		UEPSP	UEPRT	11.41	38.76	10.95							
		Subsequent Activity		UEPSP	USAS2	0.00	10.00	10.00							
		<b>FEATURES</b>													
		All Available Vertical Features		UEPSP	UEPVF	2.56	0.00	0.00							
		<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>													
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2004)		UEPSP	UEPBL	11.41	2.39	2.29							
		Exchange Ports - 2-Wire VG Line Port with port with Caller+E484 ID - Bus. (E:1/1/2004)		UEPSP	UEPBC	11.41	2.39	2.29							
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2004)		UEPSP	UEPBO	11.41	2.39	2.29							
		Exchange Ports - 2-Wire VG MS extended local dialing parity Port with Caller ID - Bus. (E:1/1/2004)		UEPSP	UEPAY	11.41	2.39	2.29							
		Exchange Ports - 2-Wire VG Incoming only port with Caller ID - Bus (E:1/1/2004)		UEPSP	UEPB1	11.41	2.39	2.29							
		Exchange Ports - 2-Wire Voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2004)		UEPSP	UEPWB	11.41	2.39	2.29							
		2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2004)		UEPSP	UEPBE	11.41	2.39	2.29							
		Subsequent Activity		UEPSP	USAS2	0.00	10.00	10.00							
		<b>FEATURES</b>													
		All Available Vertical Features		UEPSP	UEPVF	2.56	0.00	0.00							
		<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>													
		2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2004)		UEPSP	UEPRD	11.41	56.45	12.64							
		2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPRC	11.41	56.45	12.64							
		2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPRB	11.41	56.45	12.64							
		2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPI	11.41	56.45	12.64							
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPLD	11.41	56.45	12.64							
		2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)		UEPSP	UEPLD	11.41	56.45	12.64							
		2-Wire Voice 2-Way PBX Usage Port (E:1/1/2004)		UEPSP	UEPSP	11.41	56.45	12.64							
		2-Wire Voice PBX Toll Terminal Host Ports (E:1/1/2004)		UEPSP	UEPXB	11.41	56.45	12.64							
		2-Wire Voice PBX LD DDD Terminal Ports (E:1/1/2004)		UEPSP	UEPXC	11.41	56.45	12.64							
		2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEPSP	UEPXD	11.41	56.45	12.64							
		2-Wire Voice PBX LD Terminal Switchboard IDI Capable Port (E:1/1/2004)		UEPSP	UEPXE	11.41	56.45	12.64							
		2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2004)		UEPSP	UEPXL	11.41	56.45	12.64							

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	Rec	RATES/NET EFFECTIVE RATES (\$)				SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						Nonrecurring	First	Add'l	Nonrecurring Disconnect								
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2004)		UEPSP	UEPXM	11.41	56.45	12.64										
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2004)		UEPSP	UEPXM	11.41	56.45	12.64										
	2-Wire Voice 2-Way PBX Mississippi Local Economy Calling Port (E:1/1/2004)		UEPSP	UEPXM	11.41	56.45	12.64										
	2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port (E:1/1/2004)		UEPSP	UEPXM	11.41	56.45	12.64										
	2-Wire Voice PBX Port Mississippi only (E:1/1/2004)		UEPSP	UEPXM	11.41	56.45	12.64										
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2004)		UEPSP	UEPXM	11.41	56.45	12.64										
	Subsequent Activity		UEPSP	UEPXM	0.00	10.00	10.00										
	FEATURES		UEPSP	UEPXM	2.58	0.00	0.00										
	All Available Vertical Features		UEPSP	UEPXM													
	EXCHANGE PORT RATES (GOIN)																
	Exchange Ports - Coin Port (E:1/1/2004)				11.41	56.45	12.64										
	Subsequent Activity				0.00	10.00	10.00										
	DSO WHOLESALER LOCAL SWITCH PORT USAGE																
	End Office Switching (Port Usage)				0.0010269												
	End Office Trunk Port - Shared, Per MOU				0.000761												
	Tandem Switching (Port Usage) (Local or Access Tandem)				0.0001723												
	Tandem Switching Function Per MOU				0.0001828												
	Tandem Trunk Port - Shared, Per MOU				0.000093441												
	Melded Factor 36.82% of the Tandem Rate				0.000087907												
	Tandem Switching Function Per MOU (Melded)				0.000087907												
	Tandem Trunk Port - Shared, Per MOU (Melded)				0.000087907												
	Common Transport				0.0000026												
	Common Transport - Per Mile Per MOU				0.0004541												
	Common Transport - Facilities Termination Per MOU				0.0004541												
	DSO Wholesale Local Voice Platform Services - Mass Market																
	> End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to the DSO Wholesale Local Voice Platform except for the Coin Service which has a flat rate usage charge (USOC: URECU).																
	> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categorized accordingly.																
	DSO WHOLESALER LOCAL VOICE PLATFORM (RES)																
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRX	UEPLX	10.98	38.76	10.95										
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRX	UEPLX	15.91	38.76	10.95										
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRX	UEPLX	25.04	38.76	10.95										
	2-Wire Voice Grade Loop (SL1) - Zone 4		UEPRX	UEPLX	43.68	38.76	10.95										
	2-Wire Voice Grade Line Port (Res)		UEPRX	UEPRL	1.23	38.76	10.95										
	2-Wire voice port - residence (E:1/1/2004)		UEPRX	UEPRC	1.23	38.76	10.95										
	2-Wire voice port with Caller ID - res (E:1/1/2004)		UEPRX	UEPRC	1.23	38.76	10.95										
	2-Wire voice port outgoing only - res (E:1/1/2004)		UEPRX	UEPRC	1.23	38.76	10.95										
	2-Wire voice Mississippi extended local dialing parity port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAT	1.23	38.76	10.95										
	2-Wire voice res, low usage line port with Caller ID (E:1/1/2004)		UEPRX	UEPAP	1.23	38.76	10.95										
	2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPRX	UEPRL	1.23	38.76	10.95										
	2-Wire voice port - residence (E:1/1/2005)		UEPRX	UEPRL	4.23	38.76	10.95										
	2-Wire voice port with Caller ID - res (E:1/1/2005)		UEPRX	UEPRL	4.23	38.76	10.95										
	2-Wire voice port outgoing only - res (E:1/1/2005)		UEPRX	UEPRL	4.23	38.76	10.95										
	2-Wire voice Mississippi extended local dialing parity port with Caller ID - res (E:1/1/2005)		UEPRX	UEPRL	4.23	38.76	10.95										
	2-Wire voice res, low usage line port with Caller ID (E:1/1/2005)		UEPRX	UEPAP	4.23	38.76	10.95										
	2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2005)		UEPRX	UEPWJ	4.23	38.76	10.95										

SERVICES - Mississippi	CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1 Incremental Change - Manual Svc Order vs. Electronic- 1st	Attachment 1 Incremental Change - Manual Svc Order vs. Electronic- Addl	Attachment 1 Incremental Change - Manual Svc Order vs. Electronic- Disc 1st	Attachment 1 Incremental Change - Manual Svc Order vs. Electronic- Disc Addl
						Rate	Nonrecurring First	Nonrecurring Addl	Nonrecurring Disconnect First						
		2-Wire voice port - residence (E:1/1/2006)		UEPRX	UEPRL	6.23	38.76	10.95							
		2-Wire voice port with Caller ID - res (E:1/1/2006)		UEPRX	UEPRC	8.23	38.76	10.95							
		2-Wire voice port outgoing only - res (E:1/1/2006)		UEPRX	UEPRD	6.23	38.76	10.95							
		2-Wire voice Mississippi extended local dialing party port with Caller ID - res (E:1/1/2006)		UEPRX	UEPAT	6.23	38.76	10.95							
		2-Wire voice res, low usage line port with Caller ID (E:1/1/2006)		UEPRX	UEPAR	6.23	38.76	10.95							
		2-Wire voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2006)		UEPRX	UEPWJ	6.23	38.76	10.95							
		2-Wire voice port - residence (E:1/1/2007)		UEPRX	UEPRL	8.23	38.76	10.95							
		2-Wire voice port with Caller ID - res (E:1/1/2007)		UEPRX	UEPRC	8.23	38.76	10.95							
		2-Wire voice port outgoing only - res (E:1/1/2007)		UEPRX	UEPRD	8.23	38.76	10.95							
		2-Wire voice Mississippi extended local dialing party port with Caller ID - res (E:1/1/2007)		UEPRX	UEPAT	8.23	38.76	10.95							
		2-Wire voice res, low usage line port with Caller ID (E:1/1/2007)		UEPRX	UEPAR	8.23	38.76	10.95							
		2-Wire voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2007)		UEPRX	UEPWJ	8.23	38.76	10.95							
		FEATURES		UEPRX	UEPVF	2.56	0.00	0.00							
		All Features Offered													
		NONRECURRING CHARGES - CONVERSION													
		2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2004)		UEPRX	USAC2		10.00	10.00							
		change (E:1/1/2004)													
		2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2004)		UEPRX	USACC		10.00	10.00							
		change (E:1/1/2004)													
		2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2005)		UEPRX	USAC2		10.00	10.00							
		change (E:1/1/2005)													
		2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2005)		UEPRX	USACC		10.00	10.00							
		change (E:1/1/2005)													
		2-Wire Voice Grade Loop / Line Port Platform - Switch with change at QuickService location - Ndl Conversion of Existing Service (E:1/1/2005)		UEPRX	URECC		10.00	10.00							
		ADDITIONAL NDCs													
		NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2		10.00	10.00							
		Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83							
		DSO WHOLESALE LOCAL VOICE PLATFORM (BUS)													
		Loop Rates													
		2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRX	UEPLX	10.98									
		2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRX	UEPLX	15.91									
		2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRX	UEPLX	25.04									
		2-Wire Voice Grade Loop (SL1) - Zone 4		UEPRX	UEPLX	43.68									
		2-Wire Voice Grade Line Port (Bus)													
		2-Wire voice port without Caller ID - bus (E:1/1/2004)		UEPRX	UEPBL	1.23	10.00	10.00							
		2-Wire voice port with Caller ID - bus (E:1/1/2004)		UEPRX	UEPBL	1.23	10.00	10.00							
		2-Wire voice port outgoing only - bus (E:1/1/2004)		UEPRX	UEPBO	1.23	10.00	10.00							
		2-Wire voice Mississippi extended local dialing party port with Caller ID - bus (E:1/1/2004)		UEPRX	UEPAY	1.23	10.00	10.00							
		2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2004)		UEPRX	UEPBI	1.23	10.00	10.00							
		2-Wire voice incoming Only Port without Caller ID Capability (E:1/1/2004)		UEPRX	UEPBE	1.23	10.00	10.00							
		2-Wire voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2004)		UEPRX	UEPWK	1.23	10.00	10.00							
		2-Wire voice port without Caller ID - bus (E:1/1/2005)		UEPRX	UEPAL	4.23	10.00	10.00							
		2-Wire voice port with Caller ID - bus (E:1/1/2005)		UEPRX	UEPAL	4.23	10.00	10.00							
		2-Wire voice port with Caller ID - bus (E:1/1/2005)		UEPRX	UEPBC	4.23	10.00	10.00							
		2-Wire voice port outgoing only - bus (E:1/1/2005)		UEPRX	UEPBO	4.23	10.00	10.00							

SERVICES - Mississippi	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1				Exhibit: A				
					Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect	ADD'l	SOM/EC	SOM/W	SOM/W	SOM/W	SOM/W	SOM/W	SOM/W
	2-Wire voice Mississippi extended local dialing party port with Caller ID - Bus (E:1/1/2005)		UEPBX	UEPAY	4.23	10.00	10.00										
	2-Wire voice Incoming Only Port with Caller ID - Bus (E:1/1/2005)		UEPBX	UEPB1	4.23	10.00	10.00										
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2005)		UEPBX	UEPBE	4.23	10.00	10.00										
	2-Wire voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2005)		UEPBX	UEPVMK	4.23	10.00	10.00										
	2-Wire voice port without Caller ID - Bus (E:1/1/2006)		UEPBX	UEPBL	6.23	10.00	10.00										
	2-Wire voice port with Caller + E284 ID - Bus (E:1/1/2005)		UEPBX	UEPBC	6.23	10.00	10.00										
	2-Wire voice port outgoing only - Bus (E:1/1/2005)		UEPBX	UEPBO	6.23	10.00	10.00										
	2-Wire voice Mississippi extended local dialing party port with Caller ID - Bus (E:1/1/2006)		UEPBX	UEPAY	6.23	10.00	10.00										
	2-Wire voice Incoming only port with Caller ID - Bus (E:1/1/2006)		UEPBX	UEPB1	6.23	10.00	10.00										
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2006)		UEPBX	UEPBE	6.23	10.00	10.00										
	2-Wire voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2006)		UEPBX	UEPVMK	6.23	10.00	10.00										
	2-Wire voice port without Caller ID - Bus (E:1/1/2007)		UEPBX	UEPBL	8.23	10.00	10.00										
	2-Wire voice port with Caller + E284 ID - Bus (E:1/1/2007)		UEPBX	UEPBC	8.23	10.00	10.00										
	2-Wire voice port outgoing only - Bus (E:1/1/2007)		UEPBX	UEPBO	8.23	10.00	10.00										
	2-Wire voice Mississippi extended local dialing party port with Caller ID - Bus (E:1/1/2007)		UEPBX	UEPAY	8.23	10.00	10.00										
	2-Wire voice Incoming only port with Caller ID - Bus (E:1/1/2007)		UEPBX	UEPB1	8.23	10.00	10.00										
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2007)		UEPBX	UEPBE	8.23	10.00	10.00										
	2-Wire voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2007)		UEPBX	UEPVMK	8.23	10.00	10.00										
	2-Wire voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2007)		UEPBX	UEPVF	2.56	0.00	0.00										
	<b>FEATURES</b>																
	All Features Offered																
	<b>NONRECURRING CHARGES - CONVERSION</b>																
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2004)		UEPBX	USAC2		10.00	10.00										
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2004)		UEPBX	USACC		10.00	10.00										
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2005)		UEPBX	USAC2		10.00	10.00										
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2005)		UEPBX	USACC		10.00	10.00										
	<b>ADDITIONAL NRCS</b>																
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	USAS2		10.00	10.00										
	Miscellaneous Rate Element, Tad Loop at End User Premise		UEPBX	UBETL		8.33	0.83										
	<b>DSO WHOLESALER LOCAL VOICE PLATFORM (RES - PBX)</b>																
	<b>Loop Rates</b>																
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRG	UEPLX		10.98											
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRG	UEPLX		15.91											
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRG	UEPLX		25.04											
	2-Wire Voice Grade Loop (SL1) - Zone 4		UEPRG	UEPLX		43.88											
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>																
	2-Wire Voice 2-Way PBX Trunk Port - Res (E:1/1/2004)		UEPRG	UEPRD		1.23	56.45	12.64									
	2-Wire Voice 2-Way PBX Trunk Port - Res (E:1/1/2005)		UEPRG	UEPRG		4.23	56.45	12.64									
	2-Wire Voice 2-Way PBX Trunk Port - Res (E:1/1/2006)		UEPRG	UEPRG		6.23	56.45	12.64									
	2-Wire Voice 2-Way PBX Trunk Port - Res (E:1/1/2007)		UEPRG	UEPRD		8.23	56.45	12.64									
	<b>FEATURES</b>																
	All Features Offered		UEPRG	UEPVF		0.00	0.00	0.00									
	<b>NONRECURRING CHARGES - CONVERSION</b>																

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	Rec	RATES/NET EFFECTIVE RATES (\$)				SOMEC	SOMAN	Attachment 1		Exhibit A	
						First	Nonrecurring Addl	First	Nonrecurring Disconnect Addl			Ordering Interface Rates (\$)	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Addl
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2004)		UEPRG	USAC2		10.00		10.00							
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)		UEPRG	USACC		10.00		10.00							
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)		UEPRG	USAC2		10.00		10.00							
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)		UEPRG	USACC		10.00		10.00							
	<b>ADDITIONAL NICS</b>														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group		UEPRG	USAS2		10.00		10.00							
	Miscellaneous Rate Element - Tag Loop at End User Premise		UEPRG	UEBTL		14.64		14.64							
	<b>DSO WHOLESALE LOCAL VOICE PLATFORM (BUS - PBX)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPPX	UEPLX		10.98									
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPPX	UEPLX		15.91									
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPPX	UEPLX		25.04									
	2-Wire Voice Grade Loop (SL1) - Zone 4		UEPPX	UEPLX		43.88									
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>														
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPPC		1.23		56.45		12.64					
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPPG		1.23		56.45		12.64					
	Line Side Incoming PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPPI		1.23		56.45		12.64					
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)		UEPPX	UEPLD		1.23		56.45		12.64					
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2004)		UEPPX	UEPPA		1.23		56.45		12.64					
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2004)		UEPPX	UEPPB		1.23		56.45		12.64					
	2-Wire Voice PBX LD DDD Terminal Ports (E:1/1/2004)		UEPPX	UEPPC		1.23		56.45		12.64					
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEPPX	UEPPD		1.23		56.45		12.64					
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2004)		UEPPX	UEPPE		1.23		56.45		12.64					
	2-Wire Voice 2-Way PBX Mississippi Local Economy Calling Port (E:1/1/2004)		UEPPX	UEPPXO		1.23		56.45		12.64					
	2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port (E:1/1/2004)		UEPPX	UEPPXR		1.23		56.45		12.64					
	2-Wire Voice 2-Way PBX Mississippi Local Opt 2 Calling Port (E:1/1/2004)		UEPPX	UEPPAS		1.23		56.45		12.64					
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2005)		UEPPX	UEPPC		4.23		56.45		12.64					
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2005)		UEPPX	UEPPO		4.23		56.45		12.64					
	Line Side Incoming PBX Trunk Port - Bus (E:1/1/2005)		UEPPX	UEPPI		4.23		56.45		12.64					
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)		UEPPX	UEPLD		4.23		56.45		12.64					
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2005)		UEPPX	UEPPA		4.23		56.45		12.64					
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)		UEPPX	UEPPB		4.23		56.45		12.64					
	2-Wire Voice PBX LD DDD Terminal Ports (E:1/1/2005)		UEPPX	UEPPC		4.23		56.45		12.64					
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)		UEPPX	UEPPD		4.23		56.45		12.64					
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2005)		UEPPX	UEPPE		4.23		56.45		12.64					
	2-Wire Voice 2-Way PBX Mississippi Local Economy Calling Port (E:1/1/2005)		UEPPX	UEPPXO		4.23		56.45		12.64					
	2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port (E:1/1/2005)		UEPPX	UEPPXR		4.23		56.45		12.64					
	2-Wire Voice 2-Way PBX Mississippi Local Opt 2 Calling Port (E:1/1/2005)		UEPPX	UEPPAS		4.23		56.45		12.64					
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2006)		UEPPX	UEPPC		6.23		56.45		12.64					
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2006)		UEPPX	UEPPO		6.23		56.45		12.64					

SERVICES - Mississippi	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						SVC Order Submitted Elec per LSR	SOM/EC	SOM/MAN	SOM/MAN	SOM/MAN	SOM/MAN	SOM/MAN	SOM/MAN	SOM/MAN	SOM/MAN	Attachment: 1	Exhibit: A
					Rec	Nonrecurring	First	Adtl	Nonrecurring	Disconnect												
	Line Side Incoming PBX Trunk Port - Bus (E:1/1/2006)		UEPPX	UEPP1	6.23	56.45	12.64															
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2006)		UEPPX	UEPLD	6.23	56.45	12.64															
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2006)		UEPPX	UEPYA	6.23	56.45	12.64															
	2-Wire Voice PBX Tol Terminal Hotel Ports (E:1/1/2006)		UEPPX	UEPYB	6.23	56.45	12.64															
	2-Wire Voice PBX LD DDD Terminal Port (E:1/1/2006)		UEPPX	UEPYC	6.23	56.45	12.64															
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2006)		UEPPX	UEPYD	6.23	56.45	12.64															
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2006)		UEPPX	UEPYE	6.23	56.45	12.64															
	2-Wire voice 2-Way PBX Mississippi Local Economy Calling Port (E:1/1/2006)		UEPPX	UEPXQ	6.23	56.45	12.64															
	2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port (E:1/1/2006)		UEPPX	UEPYR	6.23	56.45	12.64															
	2-Wire Voice Mississippi PBX 2-Way Combo Local Opt 2 Calling Port (E:1/1/2006)		UEPPX	UEP45	6.23	56.45	12.64															
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2007)		UEPPX	UEPPC	8.23	56.45	12.64															
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2007)		UEPPX	UEPPO	8.23	56.45	12.64															
	Line Side Incoming PBX Trunk Port - Bus (E:1/1/2007)		UEPPX	UEPPI	8.23	56.45	12.64															
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2007)		UEPPX	UEPLD	8.23	56.45	12.64															
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2007)		UEPPX	UEPYA	8.23	56.45	12.64															
	2-Wire Voice PBX Tol Terminal Hotel Ports (E:1/1/2007)		UEPPX	UEPYB	8.23	56.45	12.64															
	2-Wire Voice PBX LD DDD Terminal Port (E:1/1/2007)		UEPPX	UEPYC	8.23	56.45	12.64															
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2007)		UEPPX	UEPYD	8.23	56.45	12.64															
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2007)		UEPPX	UEPYE	8.23	56.45	12.64															
	2-Wire voice 2-Way PBX Mississippi Local Economy Calling Port (E:1/1/2007)		UEPPX	UEPXQ	8.23	56.45	12.64															
	2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port (E:1/1/2007)		UEPPX	UEPYR	8.23	56.45	12.64															
	2-Wire Voice Mississippi PBX 2-Way Combo Local Opt 2 Calling Port (E:1/1/2007)		UEPPX	UEP45	8.23	56.45	12.64															
	<b>FEATURES</b>																					
	All Features Offered		UEPPX	UEPVF	2.56	0.00	0.00															
	<b>NONRECURRING CHARGES - CONVERSION</b>																					
	2-Wire Voice Grade Loop Line Port Platform - Switch-4x4s (E:1/1/2004)		UEPPX	USAC2	10.00	10.00	10.00															
	2-Wire Voice Grade Loop Line Port Platform - Switch with Change (E:1/1/2004)		UEPPX	USACC	10.00	10.00	10.00															
	2-Wire Voice Grade Loop Line Port Platform - Switch-4x4s (E:1/1/2005)		UEPPX	USAC2	10.00	10.00	10.00															
	2-Wire Voice Grade Loop Line Port Platform - Switch with Change (E:1/1/2005)		UEPPX	USACC	10.00	10.00	10.00															
	<b>ADDITIONAL NRCS</b>																					
	2-Wire Voice Grade Loop Line Port Platform - Subsequent PBX Subsequent Activity - Change/Rearrange Multiline Hunt		UEPPX	USAS2	10.00	10.00	10.00															
	Miscellaneous Rate Element, Tag Loop at End User Premise Group		UEPPX	URETL	14.64	14.64	14.64															
	<b>Loop Rates</b>																					
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPCO	UEPLX	10.98																	
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPCO	UEPLX	19.91																	
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPCO	UEPLX	25.04																	
	2-Wire Voice Grade Loop (SL1) - Zone 4		UEPCO	UEPLX	43.66																	
	<b>2-Wire Voice Grade Line Port Rates (Coin)</b>																					
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRF	1.23	56.45	12.64															



SERVICES - Mississippi	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Sve Order Elec per LSR	Sve Order Manually per LSR	Attachment 1		Exhibit A	
					Nonrecurring	Add'l	Nonrecurring Disconnect	Add'l			Ordering Intraeze Rates (\$)	SOMAN	Charge - Manual Svc Order vs. Electronic- Disc 1st	SOMAN
CATEGORY					Rate	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin 2-Way without Operator Screening and without Blocking; with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPMC	1.23	58.45	12.64							
	2-Wire Coin 2-Way with Operator Screening and Blocking; 011, 900976, 1+DDD (AL, KY, LA, MS, SC) (E:1/1/2004)		UEPCO	UEPRA	1.23	58.45	12.64							
	2-Wire Coin 2-Way with Operator Screening and Blocking; 011, 900976, 1+DDD, with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPVA	1.23	58.45	12.64							
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS) (E:1/1/2004)		UEPCO	UEPRB	1.23	58.45	12.64							
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPWB	1.23	58.45	12.64							
	2-Wire Coin 2-Way with Operator Screening & Blocking; 900976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPCD	1.23	58.45	12.64							
	2-Wire Coin 2-Way Oper Screen & Blocking; 900976, 1+DDD, 011+, & Local, with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPCJ	1.23	58.45	12.64							
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRN	1.23	58.45	12.64							
	2-Wire Coin Outward without Blocking and without Operator Screening; with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPVE	1.23	58.45	12.64							
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS) (E:1/1/2004)		UEPCO	UEPRJ	1.23	58.45	12.64							
	2-Wire Coin Outward with Operator Screening and Blocking; with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPVD	1.23	58.45	12.64							
	011, 900976, 1+DDD (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRH	1.23	58.45	12.64							
	2-Wire Coin Outward Operator Screening & Blocking; 900976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPCN	1.23	58.45	12.64							
	2-Wire Coin Out Operator Screen & Blocking; 900976, 1+DDD, 011+, & Local, with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPCS	1.23	58.45	12.64							
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS) (E:1/1/2005)		UEPCO	UEPRF	4.23	58.45	12.64							
	2-Wire Coin 2-Way without Operator Screening and without Blocking; with Dialing Party (MS) (E:1/1/2005)		UEPCO	UEPWC	4.23	58.45	12.64							
	2-Wire Coin 2-Way with Operator Screening and Blocking; 011, 900976, 1+DDD (AL, KY, LA, MS, SC) (E:1/1/2005)		UEPCO	UEPRA	4.23	58.45	12.64							
	2-Wire Coin 2-Way with Operator Screening and Blocking; 011, 900976, 1+DDD, with Dialing Party (MS) (E:1/1/2005)		UEPCO	UEPVA	4.23	58.45	12.64							
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS) (E:1/1/2005)		UEPCO	UEPRB	4.23	58.45	12.64							
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Party (MS) (E:1/1/2005)		UEPCO	UEPWB	4.23	58.45	12.64							
	2-Wire Coin 2-Way with Operator Screening & Blocking; 900976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2005)		UEPCO	UEPCD	4.23	58.45	12.64							
	2-Wire Coin 2-Way Oper Screen & Blocking; 900976, 1+DDD, 011+, & Local, with Dialing Party (MS) (E:1/1/2005)		UEPCO	UEPCJ	4.23	58.45	12.64							
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS) (E:1/1/2005)		UEPCO	UEPRN	4.23	58.45	12.64							
	2-Wire Coin Outward without Blocking and without Operator Screening; with Dialing Party (MS) (E:1/1/2005)		UEPCO	UEPVE	4.23	58.45	12.64							
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS) (E:1/1/2005)		UEPCO	UEPRJ	4.23	58.45	12.64							
	2-Wire Coin Outward with Operator Screening and Blocking; with Dialing Party (MS) (E:1/1/2005)		UEPCO	UEPVD	4.23	58.45	12.64							
	011, 900976, 1+DDD (AL, KY, LA, MS) (E:1/1/2005)		UEPCO	UEPRH	4.23	58.45	12.64							

CATEGORY	RATE ELEMENTS	Zone	BOS	USOC	RATES/NET EFFECTIVE RATES (\$)						Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: A	
					Rate	Nonrecurring Add'l	Nonrecurring Disconnect	SOM/EC	SOM/AN	SOM/AN			SOM/AN	SOM/AN	SOM/AN	SOM/AN
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2006)		UEPCO	UEPCN	4.23	56.45	12.64									
	2-Wire Coin Out Operator Screen & Blocking: 900/976, 1+DDD, 011+, & Local: with Dialing Party (MS) (E:1/1/2005)		UEPCO	UEPCS	4.23	56.45	12.64									
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS) (E:1/1/2006)		UEPCO	UEPAF	6.23	56.45	12.64									
	2-Wire Coin 2-Way without Operator Screening and without Blocking: with Dialing Party (Note 3) (MS) (E:1/1/2006)		UEPCO	UEPMC	6.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC) (E:1/1/2006)		UEPCO	UEPMA	6.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening (MS) (E:1/1/2006)		UEPCO	UEPRB	6.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking: with Dialing Party (MS) (E:1/1/2006)		UEPCO	UEPMB	6.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2006)		UEPCO	UEPCD	6.23	56.45	12.64									
	2-Wire Coin 2-Way Oper Screen & Blocking: 900/976, 1+DDD, 011+, and Local: with Dialing Party (MS) (E:1/1/2006)		UEPCO	UEPCI	6.23	56.45	12.64									
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS) (E:1/1/2006)		UEPCO	UEPRN	6.23	56.45	12.64									
	2-Wire Coin Outward without Blocking and without Operator Screening: with Dialing Party (MS) (E:1/1/2006)		UEPCO	UEPME	6.23	56.45	12.64									
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS) (E:1/1/2006)		UEPCO	UEPRJ	6.23	56.45	12.64									
	2-Wire Coin Outward with Operator Screening and 011 Blocking: with Dialing Party (MS) (E:1/1/2006)		UEPCO	UEPMD	6.23	56.45	12.64									
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS) (E:1/1/2006)		UEPCO	UEPRH	6.23	56.45	12.64									
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2006)		UEPCO	UEPCN	6.23	56.45	12.64									
	2-Wire Coin Out Operator Screen & Blocking: 900/976, 1+DDD, 011+, & Local: with Dialing Party (MS) (E:1/1/2006)		UEPCO	UEPCS	6.23	56.45	12.64									
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS) (E:1/1/2007)		UEPCO	UEPAF	8.23	56.45	12.64									
	2-Wire Coin 2-Way without Operator Screening and without Blocking: with Dialing Party (Note 3) (MS) (E:1/1/2007)		UEPCO	UEPMC	8.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC) (E:1/1/2007)		UEPCO	UEPMA	8.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD, with Dialing Party (MS) (E:1/1/2007)		UEPCO	UEPRB	8.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking: (AL, LA, MS) (E:1/1/2007)		UEPCO	UEPMB	8.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking: with Dialing Party (MS) (E:1/1/2007)		UEPCO	UEPCD	8.23	56.45	12.64									
	2-Wire Coin 2-Way Oper Screen & Blocking: 900/976, 1+DDD, 011+, and Local: with Dialing Party (MS) (E:1/1/2007)		UEPCO	UEPCI	8.23	56.45	12.64									
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS) (E:1/1/2007)		UEPCO	UEPRN	8.23	56.45	12.64									
	2-Wire Coin Outward without Blocking and without Operator Screening: with Dialing Party (MS) (E:1/1/2007)		UEPCO	UEPME	8.23	56.45	12.64									

SERVICES - Mississippi	RATE ELEMENTS	Zone	BCS	USOC	Rate	RATES/NET EFFECTIVE RATES (\$)				Syc Order Submitted Elec per LSR	Syc Order Submitted Manually per LSR	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Nonrecurring	Add'l	Nonrecurring Disconnect	Add'l							
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS) (E:1/1/2007)		UEPCO	UEPRU	8.23	56.45	12.64									
	2-Wire Coin Outward with Operator Screening and 011 Blocking; with Dialing Party (MS) (E:1/1/2007)		UEPCO	UEPMD	8.23	56.45	12.64									
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS) (E:1/1/2007)		UEPCO	UEPRH	8.23	56.45	12.64									
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2007)		UEPCO	UEPCN	8.23	56.45	12.64									
	2-Wire Coin Out Operator Screen & Blocking: 900/976, 1+DDD, 011+, & Local; with Dialing Party (MS) (E:1/1/2007)		UEPCO	UEPCS	8.23	56.45	12.64									
	Wholesale Access Line Platform (Coin Usage (Flat Rate))		UEPCO	URECU	5.50											
	<b>NONRECURRING CHARGES - CONVERSION</b>															
	2-Wire Voice Grade Loop / Line Port Platform - Switch-As-Is (E:1/1/2004)		UEPCO	USAC2		10.00	10.00									
	2-Wire Voice Grade Loop / Line Port Platform - Switch with Change (E:1/1/2004)		UEPCO	USAC2		10.00	10.00									
	2-Wire Voice Grade Loop / Line Port Platform - Switch-As-Is (E:1/1/2005)		UEPCO	USAC2		10.00	10.00									
	2-Wire Voice Grade Loop / Line Port Platform - Switch with Change (E:1/1/2005)		UEPCO	USAC2		10.00	10.00									
	<b>ADDITIONAL NRCS</b>															
	2-Wire Voice Grade Loop / Line Port Platform - Subsequent Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	US452		10.00	10.00									
			UEPCO	URETL		8.33	0.93									
	DSO Wholesale Local Voice Platform Services - Enterprise Market															
	> End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to the DSO Wholesale Local Voice Platform except for the Coin Services which has a flat rate usage charge (USOC: URECU).															
	> For New Installations the Nonrecurring charges are listed in the First and Additional NRCS columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRCS - Conversion section. Additional NRCS may apply also and are															
	<b>DSO WHOLESALE LOCAL VOICE PLATFORM (RIS)</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRX	UEPLX	10.98											
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRX	UEPLX	15.91											
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRX	UEPLX	25.04											
	2-Wire Voice Grade Loop (SL1) - Zone 4		UEPRX	UEPLX	43.68											
	2-Wire Voice Grade Line Port (RIS)		UEPRX	UEPRL	11.23	38.76	10.95									
	2-Wire voice port - residence (E:1/1/2004)		UEPRX	UEPRG	11.23	38.76	10.95									
	2-Wire voice port with Caller ID - res (E:1/1/2004)		UEPRX	UEPRO	11.23	38.76	10.95									
	2-Wire voice port outgoing only - res (E:1/1/2004)		UEPRX	UEPAT	11.23	38.76	10.95									
	2-Wire voice Mississippi extended local dialing parity port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAP	11.23	38.76	10.95									
	2-Wire Voice Mississippi Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPRX	UEPWJ	11.23	38.76	10.95									
	<b>FEATURES</b>															
	All Features Offered		UEPRX	UEPVF	2.56	0.00	0.00									
	<b>NONRECURRING CHARGES - CONVERSION</b>															
	2-Wire Voice Grade Loop / Line Port Platform - Switch-As-Is (E:1/1/2004)		UEPRX	USAC2		10.00	10.00									
	2-Wire Voice Grade Loop / Line Port Platform - Switch with Change (E:1/1/2004)		UEPRX	USAC2		10.00	10.00									
	2-Wire Voice Grade Loop / Line Port Platform - Switch with Change (E:1/1/2004)		UEPRX	USAC2		10.00	10.00									
	2-Wire Voice Grade Loop / Line Port Platform - Switch-As-Is (E:1/1/2005)		UEPRX	USAC2		10.00	10.00									
	2-Wire Voice Grade Loop / Line Port Platform - Switch with Change (E:1/1/2005)		UEPRX	USAC2		10.00	10.00									
	2-Wire Voice Grade Loop / Line Port Platform - Switch with Change (E:1/1/2005)		UEPRX	USAC2		10.00	10.00									
	2-Wire Voice Grade Loop / Line Port Platform - Switch with Change at Outlets/Service location - Not Conversion of Existing Service (E:1/1/2005)		UEPRX	URECC		10.00	10.00									
	<b>ADDITIONAL NRCS</b>															

SERVICES - Mississippi	RATE ELEMENTS	Zone	BCS	USOC	Rec	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						First	Nonrecurring Add'l	Nonrecurring Disconnect	First					
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2		10.00	10.00							
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	UEPRL		8.33	0.83							
	<b>DSO WHOLESALE LOCAL VOICE PLATFORM (BUS)</b>													
	<b>Loop Rates</b>													
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRX	UEPLX		10.98								
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRX	UEPLX		15.91								
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRX	UEPLX		25.04								
	2-Wire Voice Grade Loop (SL1) - Zone 4		UEPRX	UEPLX		43.88								
	<b>2-Wire Voice Grade Line Port (Bus)</b>													
	2-Wire voice port without Caller ID - Bus (E:1/1/2004)		UEPRX	UEPRL		11.23	56.45	12.64						
	2-Wire voice port with Caller ID - E484 ID - Bus (E:1/1/2004)		UEPRX	UEPBC		11.23	56.45	12.64						
	2-Wire voice port outgoing only - Bus (E:1/1/2004)		UEPRX	UEPBO		11.23	56.45	12.64						
	2-Wire voice Mississippi extended local dialing parity port with Caller ID - Bus (E:1/1/2004)		UEPRX	UEPAY		11.23	56.45	12.64						
	2-Wire voice incoming only Port with Caller ID - Bus (E:1/1/2004)		UEPRX	UEPBI		11.23	56.45	12.64						
	2-Wire voice incoming Only Port without Caller ID Capability (E:1/1/2004)		UEPRX	UEPBE		11.23	56.45	12.64						
	2-Wire voice Mississippi Business Dialing Plan without Caller ID (E:1/1/2004)		UEPRX	UEPWK		11.23	56.45	12.64						
	<b>FEATURES</b>													
	All Features Offered		UEPRX	UEPVF		2.56	0.00	0.00						
	<b>NONRECURRING CHARGES - CONVERSION</b>													
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2004)		UEPRX	USAC2		10.00	10.00	10.00						
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2004)		UEPRX	USAC2		10.00	10.00	10.00						
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2005)		UEPRX	USAC2		10.00	10.00	10.00						
	2-Wire Voice Grade Loop / Line Port Platform - Switch with Change (E:1/1/2005)		UEPRX	USACC		10.00	10.00	10.00						
	<b>ADDITIONAL NRCS</b>													
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2		10.00	10.00	0.83						
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83							
	<b>DSO WHOLESALE LOCAL VOICE PLATFORM (RES - PBX)</b>													
	<b>Loop Rates</b>													
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRG	UEPLX		10.98								
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRG	UEPLX		15.91								
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRG	UEPLX		25.04								
	2-Wire Voice Grade Loop (SL1) - Zone 4		UEPRG	UEPLX		43.88								
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>													
	2-Wire voice 2-Wire PBX Trunk Port - Res (E:1/1/2004)		UEPRG	UEPRD		11.23	56.45	12.64						
	<b>FEATURES</b>													
	All Features Offered		UEPRG	UEPVF		2.56	0.00	0.00						
	<b>NONRECURRING CHARGES - CONVERSION</b>													
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2004)		UEPRG	USAC2		10.00	10.00	10.00						
	2-Wire Voice Grade Loop / Line Port Platform - Switch with Change (E:1/1/2004)		UEPRG	USACC		10.00	10.00	10.00						
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2005)		UEPRG	USAC2		10.00	10.00	10.00						
	2-Wire Voice Grade Loop / Line Port Platform - Switch with Change (E:1/1/2005)		UEPRG	USACC		10.00	10.00	10.00						
	<b>ADDITIONAL NRCS</b>													
	2-Wire Voice Grade Loop / Line Port Platform - Subsequent PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group		UEPRG	USAS2		14.64	14.64	14.64						

SERVICES - Mississippi	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1 Ordering Interface Rates (\$)	Attachment: 1 Order vs. Electronic-1st	Attachment: 1 Order vs. Electronic-Add'l	Attachment: 1 Order vs. Electronic-Disc 1st	Attachment: 1 Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring	Add'l	Nonrecurring	Discontin	Add'l							
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	UEBTL		8.33		0.83									
<b>DSO WHOLESALE LOCAL VOICE PLATFORM (BUS - PBX)</b>																	
<b>Loop Rates</b>																	
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPPX	UEPLX		10.98											
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPPX	UEPLX		15.91											
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPPX	UEPLX		25.04											
	2-Wire Voice Grade Loop (SL1) - Zone 4		UEPPX	UEPLX		43.88											
<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>																	
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC		11.23	56.45	12.64									
	(E:1/1/2004)		UEPPX	UEPPO		11.23	66.45	12.64									
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPPI		11.23	56.45	12.64									
	Line Side Inward PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPLD		11.23	56.45	12.64									
<b>2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2004)</b>																	
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2004)		UEPPX	UEPPX		11.23	56.45	12.64									
	2-Wire Voice PBX LD DDD Terminal Hotel Ports (E:1/1/2004)		UEPPX	UEPPX		11.23	56.45	12.64									
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEPPX	UEPPX		11.23	56.45	12.64									
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2004)		UEPPX	UEPXE		11.23	56.45	12.64									
	2-Wire voice 2-Way PBX Mississippi Local Economy Calling Port (E:1/1/2004)		UEPPX	UEPXO		11.23	56.45	12.64									
	2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port (E:1/1/2004)		UEPPX	UEPXR		11.23	56.45	12.64									
	2-Wire Voice Mississippi PBX 2-Way Combo Local Opt 2 Calling Port (E:1/1/2004)		UEPPX	UEPAS		11.23	56.45	12.64									
<b>FEATURES</b>																	
	All Features Offered		UEPPX	UEPVE		2.55	0.00	0.00									
<b>NONRECURRING CHARGES - CONVERSION</b>																	
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-is (E:1/1/2004)		UEPPX	USAC2		10.00		10.00									
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)		UEPPX	USACC		10.00		10.00									
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-is (E:1/1/2005)		UEPPX	USAC2		10.00		10.00									
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)		UEPPX	USACC		10.00		10.00									
<b>ADDITIONAL NRCS</b>																	
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group		UEPPX	USAS2		10.00		10.00									
	Miscellaneous Rate Element, Tag Loop at End User Premise Group		UEPPX	URETL		14.64		14.64									
	14.64					8.33		0.83									
<b>2-Wire Voice Grade Line Port Rates (COIN)</b>																	
<b>Loop Rates</b>																	
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPCO	UEPLX		10.98											
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPCO	UEPLX		15.91											
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPCO	UEPLX		25.04											
	2-Wire Voice Grade Loop (SL1) - Zone 4		UEPCO	UEPLX		43.88											
<b>2-Wire Voice Grade Line Port Rates (Coin)</b>																	
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRF		11.23	56.45	12.64									
	2-Wire Coin 2-Way without Operator Screening and without Blocking with Dialing Party (Note 3) (MS) (E:1/1/2004)		UEPCO	UEPMC		11.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/978, +DDD (AL, KY, LA, MS, SC) (E:1/1/2004)		UEPCO	UEPRA		11.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/978, +DDD with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPMA		11.23	56.45	12.64									
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS) (E:1/1/2004)		UEPCO	UEPRB		11.23	56.45	12.64									

SERVICES - Mississippi	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment 1 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Attachment 1 Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Attachment 1 Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
					Rec	Nonsecuring Firat	Nonsecuring Add'l	Nonsecuring Firat						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking: with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPMB	11.23	56.45	12.64							
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPCD	11.23	56.45	12.64							
	2-Wire Coin 2-W Oper Screen & Blocking: 900/976, 1+DDD, 011+, and Local: with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPCJ	11.23	56.45	12.64							
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRN	11.23	56.45	12.64							
	2-Wire Coin Outward without Blocking and without Operator Screening with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPME	11.23	56.45	12.64							
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS) (E:1/1/2004)		UEPCO	UEPRJ	11.23	56.45	12.64							
	2-Wire Coin Outward with Operator Screening and 011 Blocking: with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPMD	11.23	56.45	12.64							
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPRH	11.23	56.45	12.64							
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS) (E:1/1/2004)		UEPCO	UEPCN	11.23	56.45	12.64							
	2-Wire Coin Out Operator Screen & Blocking: 900/976, 1+DDD, 011+, & Local: with Dialing Party (MS) (E:1/1/2004)		UEPCO	UEPCS	11.23	56.45	12.64							
	Wholesale Access Line Platform (Coin) Usage (Flat Rate)		UEPCO	UEECU	5.50									
	<b>NONRECURRING CHARGES - CONVERSION</b>													
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-is (E:1/1/2004)		UEPCO	USAC2		10.00	10.00							
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)		UEPCO	USAC3		10.00	10.00							
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-is (E:1/1/2005)		UEPCO	USAC2		10.00	10.00							
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)		UEPCO	USAC3		10.00	10.00							
	<b>ADDITIONAL NRCS</b>													
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	USAS2		10.00	10.00							
			UEPCO	URETL		8.33	0.83							

SERVICES - Tennessee	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1				Exhibit: A			
					Rec	Nonrecurring First	Addl	Nonrecurring Disconnect First	Addl	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>CALLING NAME (GNAM) SERVICE</b>																
	CNAM For DB Owners - Service Establishment						50.00									
	CNAM For Non DB Owners - Service Establishment						50.00									
	CNAM For DB Owners - Service Provisioning With Point Code Establishment						2,100.00	1,550.00								
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment						675.00	525.00								
	CNAM for DB Owners, Per Query						0.008									
	CNAM for Non DB Owners, Per Query						0.008									
<b>DS0 WHOSEAL LOCAL SWITCH PORTS - MASS MARKET</b>																
<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>																
	Exchange Ports - 2-Wire Analog Line Port- Res. (E:1/1/2004)		UEPSR	UEPRL		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2004)		UEPSR	UEPRC		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2004)		UEPSR	UEPRO		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG-TN extended local dialing parity Port with Caller ID - Res. (E:1/1/2004)		UEPSR	UEPAQ		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG-Tennessee Area Plus with Caller ID - Res (AC7) (E:1/1/2004)		UEPSR	UEPAH		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG-Tennessee Area Plus with port with Caller ID - Res (E2R) (E:1/1/2004)		UEPSR	UEPAK		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG-Tennessee Area Calling port with Caller ID - Res (TACER) (E:1/1/2004)		UEPSR	UEPAL		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG-Tennessee Area Calling port with Caller ID - Res (TACSRI) (E:1/1/2004)		UEPSR	UEPAM		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG-Tennessee Area Calling port with Caller ID - Res (1MP2X) (E:1/1/2004)		UEPSR	UEPAN		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG-Tennessee Area Calling port with Caller ID - Res (2MR) (E:1/1/2004)		UEPSR	UEPAO		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG res, low usage line port with Caller ID (LUM) (E:1/1/2004)		UEPSR	UEPAP		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Port - 2-Wire VG Tennessee Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPSR	UEPWN		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Port - 2-Wire VG Tennessee Residence Area Plus without Caller ID (E:1/1/2004)		UEPSR	UEPRR		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2004)		UEPSR	UEPRT		1.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire Analog Line Port- Res. (E:1/1/2005)		UEPSR	UEPRL		4.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2005)		UEPSR	UEPRC		4.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2005)		UEPSR	UEPRO		4.89	34.86	15.12				20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG-TN extended local dialing Parity Port with Caller ID - Res. (E:1/1/2005)		UEPSR	UEPAQ		4.89	34.86	15.12				20.35	10.54	13.32	1.40	

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Attachment: 1		Exhibit: A		
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire VG Tennessee Area Plus with Caller ID - Res (AC7) (E:1/1/2005)		UEPSR	UEPAH	4.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (F2R) (E:1/1/2005)		UEPSR	UEPAK	4.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (TACER) (E:1/1/2005)		UEPSR	UEPAL	4.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (TACSR) (E:1/1/2005)		UEPSR	UEPAM	4.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (1MP2X) (E:1/1/2005)		UEPSR	UEPAN	4.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (2MR) (E:1/1/2005)		UEPSR	UEPAO	4.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG res. low usage line port with Caller ID (LUM) (E:1/1/2005)		UEPSR	UEPAP	4.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Port - 2-Wire VG Tennessee Residence Dialing Plan without Caller ID (E:1/1/2005)		UEPSR	UEPWN	4.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Port - 2-Wire VG Tennessee Residence Area Plus without Caller ID (E:1/1/2005)		UEPSR	UEPRR	4.89	34.86	15.12					20.35	10.54	13.32	1.40
	2-Wire Voice Low Usage Line Port without Caller ID Capability (E:1/1/2005)		UEPSR	UEPRT	4.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port - Res. (E:1/1/2005)		UEPSR	UEPRL	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2005)		UEPSR	UEPRC	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2005)		UEPSR	UEPRO	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG TN extended local dialing Port with Caller ID - Res. (E:1/1/2005)		UEPSR	UEPAQ	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Plus with Caller ID - Res (ACT) (E:1/1/2005)		UEPSR	UEPAH	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (F2R) (E:1/1/2005)		UEPSR	UEPAK	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (TACER) (E:1/1/2005)		UEPSR	UEPAL	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (TACSR) (E:1/1/2005)		UEPSR	UEPAM	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (1MP2X) (E:1/1/2005)		UEPSR	UEPAN	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (2MR) (E:1/1/2005)		UEPSR	UEPAO	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG res. low usage line port with Caller ID (LUM) (E:1/1/2005)		UEPSR	UEPAP	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Port - 2-Wire VG Tennessee Residence Dialing Plan without Caller ID (E:1/1/2005)		UEPSR	UEPWN	6.89	34.86	15.12					20.35	10.54	13.32	1.40
	Exchange Port - 2-Wire VG Tennessee Residence Area Plus without Caller ID (E:1/1/2005)		UEPSR	UEPRR	6.89	34.86	15.12					20.35	10.54	13.32	1.40



SERVICES - Tennessee	CATEGORY	RATE ELEMENTS	Zone	BOS	USOC	RATES/NET EFFECTIVE RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: A	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEK			SOMAN	Ordering Interface Rates (\$)	SOMAN	SOMAN
		2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2006)		UEPSR	UEPRT	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port - Res. (E:1/1/2007)		UEPSR	UEPRL	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2007)		UEPSR	UEPRC	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2007)		UEPSR	UEPRO	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG TN extended local dialing Party Port with Caller ID - Res. (E:1/1/2007)		UEPSR	UEPAQ	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG Tennessee Area Plus with Caller ID - Res (ACT) (E:1/1/2007)		UEPSR	UEPAH	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (E2R) (E:1/1/2007)		UEPSR	UEPAK	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (TACER) (E:1/1/2007)		UEPSR	UEPAL	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (TACSRI) (E:1/1/2007)		UEPSR	UEPAM	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (TMR2X) (E:1/1/2007)		UEPSR	UEPAN	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res (ZMR) (E:1/1/2007)		UEPSR	UEPAO	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG res. low usage line port with Caller ID (LUM) (E:1/1/2007)		UEPSR	UEPAP	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Port - 2-Wire VG Tennessee Residence Dialing Plan without Caller ID (E:1/1/2007)		UEPSR	UEPWN	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Exchange Port - 2-Wire VG Tennessee Residence Plus without Caller ID (E:1/1/2007)		UEPSR	UEPWR	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		2-Wire Voice Low Usage Line Port without Caller ID Capability (E:1/1/2007)		UEPSR	UEPRT	8.89	34.86	15.12						20.35	10.54	13.32	1.40
		Subsequent Activity		UEPSR	USAS2	0.00	10.00	10.00						20.35	10.54	13.32	1.40
		FEATUERS		UEPSR	UEPVF	0.00	0.00	0.00						20.35	10.54	13.32	1.40
		All Available Vertical Features		UEPSR	UEPVB	0.00	0.00	0.00						20.35	10.54	13.32	1.40
		2-WIRE VOICE GRADE LINE PORT RATES (BUS)		UEPSR	UEPBL	1.89	49.14	26.04						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2004)		UEPSB	UEPBC	1.89	49.14	26.04						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG Line Port with port with Caller+E484 ID - Bus. (E:1/1/2004)		UEPSB	UEPBO	1.89	49.14	26.04						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2004)		UEPSB	UEPAV	1.89	49.14	26.04						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG TN extended local dialing party Port with Caller ID - Bus. (E:1/1/2004)		UEPSB	UEPB1	1.89	49.14	26.04						20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1) (E:1/1/2004)		UEPSB	UEPAC	1.89	49.14	26.04						20.35	10.54	13.32	1.40

SERVICES - Tennessee	CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1		Exhibit: A		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
		Exchange Ports - 2-Wire VG TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2) (E:1/1/2004)		UEPSB	UEPAD	1.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG TN Bus 2-Way/Collinsville & Memphis Local Calling Port - Bus (B2F) (E:1/1/2004)		UEPSB	UEPAE	1.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG TN Bus 2-Way/Collinsville & Memphis Local Calling Port (E:1/1/2004)		UEPSB	UEPB2	1.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG TN, Business Line Inward, Collinsville & Memphis Local Calling Plan (E:1/1/2004)		UEPSB	UEPB3	1.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Voice Tennessee Business Dialing Plan without Caller ID (E:1/1/2004)		UEPSB	UEPVO	1.89	49.14	26.04			20.35	10.54	13.32	1.40
		2-Wire voice Incoming Only Port without Caller ID (Capability) (E:1/1/2004)		UEPSB	UEPBE	1.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2005)		UEPSB	UEPBL	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2005)		UEPSB	UEPBC	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2005)		UEPSB	UEPBO	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG TN extended local dialing partly Port with Caller ID - Bus. (E:1/1/2005)		UEPSB	UEPBA	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG Incoming only port with Caller ID - Bus (E:1/1/2005)		UEPSB	UEPBI	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1) (E:1/1/2005)		UEPSB	UEPAC	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2) (E:1/1/2005)		UEPSB	UEPAD	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG TN Bus 2-Way/Collinsville & Memphis Local Calling Port - Bus (B2F) (E:1/1/2005)		UEPSB	UEPAE	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG TN Bus 2-Way/Collinsville & Memphis Local Calling Port (E:1/1/2005)		UEPSB	UEPB2	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG TN, Business Line Inward, Collinsville & Memphis Local Calling Plan (E:1/1/2005)		UEPSB	UEPB3	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Voice Tennessee Business Dialing Plan without Caller ID (E:1/1/2005)		UEPSB	UEPVO	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		2-Wire voice Incoming Only Port without Caller ID (Capability) (E:1/1/2005)		UEPSB	UEPBE	4.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2006)		UEPSB	UEPBL	6.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2006)		UEPSB	UEPBC	6.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2006)		UEPSB	UEPBO	6.89	49.14	26.04			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG TN extended local dialing partly Port with Caller ID - Bus. (E:1/1/2006)		UEPSB	UEPBA	6.89	49.14	26.04			20.35	10.54	13.32	1.40

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1		Exhibit: A		
					Rec	Nonrecuring First	Add'l	Nonrecuring Disconnect First	Add'l	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire VG Incoming only port with Caller ID - Bus (E:1/1/2006)		UEPSB	UEPB1	6.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1) (E:1/1/2006)		UEPSB	UEPAC	6.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2) (E:1/1/2006)		UEPSB	UEPAD	6.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG TN Bus 2-Way Collerville & Memphis Local Calling Port - Bus (B2F) (E:1/1/2006)		UEPSB	UEPAE	6.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG TN Bus 2-Way Collerville & Memphis Local Calling Port (E:1/1/2006)		UEPSB	UEPB2	6.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG TN Business Line Inward, Collerville & Memphis Local Calling Plan (E:1/1/2006)		UEPSB	UEPB3	6.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Voice Tennessee Business Dialing Plan without Caller ID (E:1/1/2006)		UEPSB	UEPWO	6.89	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2006)		UEPSB	UEPBE	6.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2007)		UEPSB	UEPBL	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus (E:1/1/2007)		UEPSB	UEPBO	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG TN extended local dialing Parity Port with Caller ID - Bus (E:1/1/2007)		UEPSB	UEPAV	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG Incoming only port with Caller ID - Bus (E:1/1/2007)		UEPSB	UEPB1	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1) (E:1/1/2007)		UEPSB	UEPAC	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2) (E:1/1/2007)		UEPSB	UEPAD	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG TN Bus 2-Way Collerville & Memphis Local Calling Port - Bus (B2F) (E:1/1/2007)		UEPSB	UEPAE	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG TN Bus 2-Way Collerville & Memphis Local Calling Port (E:1/1/2007)		UEPSB	UEPB2	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG TN Business Line Inward, Collerville & Memphis Local Calling Plan (E:1/1/2007)		UEPSB	UEPB3	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Voice Tennessee Business Dialing Plan without Caller ID (E:1/1/2007)		UEPSB	UEPWO	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2007)		UEPSB	UEPBE	8.89	49.14	26.04			20.35	10.54	13.32	1.40
	Subsequent Activity		UEPSB	USASZ	0.00	10.00	10.00			20.35	10.54	13.32	1.40
	FEATURES		UEPSB	UEPVF	0.00	0.00	0.00			20.35	10.54	13.32	1.40
	All Available Vertical Features		UEPSB	UEPVF	0.00	0.00	0.00			20.35	10.54	13.32	1.40

SERVICES - Tennessee	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1		Exhibit: A							
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	<b>EXCHANGE PORT RATES (IDD &amp; PBX)</b>																	
	2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2004)		UEPSE	UEPRD	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPFC	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPO	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPP1	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPLD	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPT2	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire TN Outward Calling Plan PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPTO	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)		UEPSP	UEPLD	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice 2-Way PBX Tennessee Calling Port (E:1/1/2004)		UEPSP	UEPT2	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port (E:1/1/2004)		UEPSP	UEPTO	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice 2-Way PBX Usage Port (E:1/1/2004)		UEPSP	UEPXA	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2004)		UEPSP	UEPXB	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2004)		UEPSP	UEPXC	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEPSP	UEPXD	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2004)		UEPSP	UEPXE	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice PBX LD Terminal Switchboard Economy Administrative Calling Port (E:1/1/2004)		UEPSP	UEPXL	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2004)		UEPSP	UEPXM	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-W Voice 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port (E:1/1/2004)		UEPSP	UEPXN	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Exchange Port (E:1/1/2004)		UEPSP	UEPXD	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital and Memphis Local Calling Plan (E:1/1/2004)		UEPSP	UEPXA	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	Exchange Ports, PBX Trunk Combination, first trunk, Collierville and Memphis Local Calling Plan (E:1/1/2004)		UEPSP	UEPA7	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2004)		UEPSP	UEPXS	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice PBX Collierville and Memphis Calling Port (E:1/1/2004)		UEPSP	UEPXU	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire Voice 2-Way PBX Tennessee RegionServ Calling Port (E:1/1/2004)		UEPSP	UEPXV	1.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2005)		UEPSE	UEPRD	4.79	49.14	26.04					20.35	10.54	13.32	1.40			
	2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2005)		UEPSP	UEPPC	4.79	49.14	26.04					20.35	10.54	13.32	1.40			

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1		Exhibit: A				
					Rac	Nonrecuring First	Add'l	Nonrecuring Disconnect First	Add'l	SOMEIC	SOMAN	SOMAN	Incremental Change - Manual Svc Order vs. Electronic-1st Add'l	SOMAN	SOMAN
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2005)		UEPSP	UEPPO	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2005)		UEPSP	UEPP1	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2005)		UEPSP	UEPLD	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Analog TN 2-Way/Calling Plan PBX Trunk - Bus (E:1/1/2005)		UEPSP	UEPT2	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire TN Outward Calling Plan PBX Trunk - Bus (E:1/1/2005)		UEPSP	UEPTO	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)		UEPSP	UEPLD	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)		UEPSP	UEPT2	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port (E:1/1/2005)		UEPSP	UEPTO	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice 2-Way PBX Usage Port (E:1/1/2005)		UEPSP	UEPXA	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)		UEPSP	UEPXB	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2005)		UEPSP	UEPXC	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)		UEPSP	UEPXD	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2005)		UEPSP	UEPXE	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2005)		UEPSP	UEPXL	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2005)		UEPSP	UEPXM	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port (E:1/1/2005)		UEPSP	UEPXN	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2005)		UEPSP	UEPXO	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	Exchange Ports, PBX Trunk Combination, Collierville and Memphis Local Calling Plan (E:1/1/2005)		UEPSP	UEPA6	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	Exchange Ports, PBX Trunk Combination, first trunk, Collierville and Memphis Local Calling Plan (E:1/1/2005)		UEPSP	UEPA7	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2005)		UEPSP	UEPXS	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice PBX Collierville and Memphis Calling Port (E:1/1/2005)		UEPSP	UEPXU	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire Voice 2-Way PBX Tennessee RegionServ Calling Port (E:1/1/2005)		UEPSP	UEPXV	4.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire VG 2-Way PBX Trunk - Ras (E:1/1/2006)		UEPSE	UEPRD	6.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2006)		UEPSP	UEPPC	6.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2006)		UEPSP	UEPPO	6.79	49.14	26.04					20.35	10.54	13.32	1.40
	2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2006)		UEPSP	UEPP1	6.79	49.14	26.04					20.35	10.54	13.32	1.40

SERVICES - Tennessee	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1		Exhibit: A		
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2006)		UEPSP	UEPLD	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus (E:1/1/2006)		UEPSP	UEPT2	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire TN Outward Calling Plan PBX Trunk - Bus (E:1/1/2006)		UEPSP	UEPTO	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2006)		UEPSP	UEPLD	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice 2-Way PBX Tennessee Calling Port (E:1/1/2006)		UEPSP	UEPT2	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port (E:1/1/2006)		UEPSP	UEPTO	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice 2-Way PBX Usage Port (E:1/1/2006)		UEPSP	UEPXA	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2006)		UEPSP	UEPXB	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice PBX LD DDO Terminals Port (E:1/1/2006)		UEPSP	UEPXC	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2006)		UEPSP	UEPYD	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2006)		UEPSP	UEPYE	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2006)		UEPSP	UEPXL	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2006)		UEPSP	UEPXM	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-W Voice 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port (E:1/1/2006)		UEPSP	UEPYN	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Way Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2006)		UEPSP	UEPYO	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports, PBX Trunk Combination, Collierville and Memphis Local Calling Plan (E:1/1/2006)		UEPSP	UEPA6	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	Exchange Ports, PBX Trunk Combination, first trunk, Collierville and Memphis Local Calling Plan (E:1/1/2006)		UEPSP	UEPA7	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2006)		UEPSP	UEPAS	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice PBX Collierville and Memphis Calling Port (E:1/1/2006)		UEPSP	UEPXU	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Voice 2-Way PBX Tennessee Region/Serv Calling Port (E:1/1/2006)		UEPSP	UEPXY	6.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire VG 2-Way PBX Trunk - Bus (E:1/1/2007)		UEPSE	UEPRD	8.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2007)		UEPSP	UEPPC	8.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2007)		UEPSP	UEPRO	8.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2007)		UEPSP	UEPP1	8.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2007)		UEPSP	UEPLD	8.79	49.14	26.04			20.35	10.54	13.32	1.40
	2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus (E:1/1/2007)		UEPSP	UEPT2	8.79	49.14	26.04			20.35	10.54	13.32	1.40

SERVICES - Tennessee	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1				Attachment: A			
					Rec	Nonrecurring First	Addl	Nonrecurring Disconnect	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-Addl	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Addl		
	2-Wire TN Outward Calling Plan PBX Trunk - Bus (E:1/1/2007)		UEPSP	UEPTO	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2007)		UEPSP	UEPLD	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice 2-Way PBX Tennessee Calling Port (E:1/1/2007)		UEPSP	UEPT2	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port (E:1/1/2007)		UEPSP	UEPTO	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice 2-Way PBX Usage Port (E:1/1/2007)		UEPSP	UEPXA	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2007)		UEPSP	UEPXB	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice PBX LD DDD Terminal's Port (E:1/1/2007)		UEPSP	UEPXC	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2007)		UEPSP	UEPXD	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2007)		UEPSP	UEPXE	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2007)		UEPSP	UEPXL	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2007)		UEPSP	UEPXM	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-W Voice 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port (E:1/1/2007)		UEPSP	UEPXM	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2007)		UEPSP	UEPXS	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice PBX Collierville and Memphis Calling Port (E:1/1/2007)		UEPSP	UEPXU	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	2-Wire Voice 2-Way PBX Tennessee Regionserv Calling Port (E:1/1/2007)		UEPSP	UEPXX	8.79	49.14	26.04				20.35	10.54	13.32	1.40		
	Subsequent Activity		UEPSP	USASZ	0.00	10.00	10.00				20.35	10.54	13.32	1.40		
	FEATURES		UEPSP	UEPSP	0.00	0.00	0.00				20.35	10.54	13.32	1.40		
	EXCHANGE PORT RATES (COIN)		UEPSE	UEPVE	0.00	0.00	0.00				20.35	10.54	13.32	1.40		
	Exchange Ports - Coin Port (E:1/1/2004)				2.11	49.14	26.04				20.35	10.54	13.32	1.40		
	Exchange Ports - Coin Port (E:1/1/2005)				5.11	49.14	26.04				20.35	10.54	13.32	1.40		
	Exchange Ports - Coin Port (E:1/1/2006)				7.11	49.14	26.04				20.35	10.54	13.32	1.40		
	Exchange Ports - Coin Port (E:1/1/2007)				9.11	49.14	26.04				20.35	10.54	13.32	1.40		
	Subsequent Activity				0.00	10.00	10.00				20.35	10.54	13.32	1.40		
	DS0 WHOSEAL LOCAL SWITCH PORTS - ENTERPRISE MARKET															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res (E:1/1/2004)		UEPSR	UEPRL	11.89	34.96	15.12				20.35	10.54	13.32	1.40		

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: A	
					Rec	Nonrecurring First	Add'l	Nonrecurring Discmct First			Add'l	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2004)		UEPSR	UEPRC	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2004)		UEPSR	UEPRO	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG TN extended local dialing Port with Caller ID - Res. (E:1/1/2004)		UEPSR	UEPAO	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG Tennessee Area Plus with Caller ID - Res. (AC7) (E:1/1/2004)		UEPSR	UEPAH	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res. (F2R) (E:1/1/2004)		UEPSR	UEPAK	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res. (TACER) (E:1/1/2004)		UEPSR	UEPAL	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res. (TACSR) (E:1/1/2004)		UEPSR	UEPAM	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res. (TACSR) (E:1/1/2004)		UEPSR	UEPAN	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG Tennessee Area Calling port with Caller ID - Res. (2MR) (E:1/1/2004)		UEPSR	UEPAO	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG res. low usage line port with Caller ID (LUM) (E:1/1/2004)		UEPSR	UEPAP	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Port - 2-Wire VG Tennessee Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPSR	UEPWN	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Exchange Port - 2-Wire VG Tennessee Residence Plus without Caller ID (E:1/1/2004)		UEPSR	UEPRR	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2004)		UEPSR	UEPRT	11.89	34.86	15.12			20.35	10.54	13.32	1.40	
	Subsequent Activity		UEPSR	USAS2	0.00	10.00	10.00			20.35	10.54	13.32	1.40	
	<b>FEATURRES</b>													
	All Available Vertical Features		UEPSR	UEPVF	0.00	0.00	0.00			20.35	10.54	13.32	1.40	
	<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>													
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus. (E:1/1/2004)		UEPSB	UEPBL	11.89	49.14	26.04			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG Line Port with port with Caller-E484 ID - Bus. (E:1/1/2004)		UEPSB	UEPBC	11.89	49.14	26.04			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus. (E:1/1/2004)		UEPSB	UEPBO	11.89	49.14	26.04			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG TN extended local dialing Port with Caller ID - Bus. (E:1/1/2004)		UEPSB	UEPAV	11.89	49.14	26.04			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG Incoming only port with Caller ID - Bus. (E:1/1/2004)		UEPSB	UEPB1	11.89	49.14	26.04			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG TN Bus 2-Way Area Calling Port Economy Option - Bus. (TACC1) (E:1/1/2004)		UEPSB	UEPAC	11.89	49.14	26.04			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-Wire VG TN Bus 2-Way Area Calling Port Standard Option - Bus. (TACC2) (E:1/1/2004)		UEPSB	UEPAD	11.89	49.14	26.04			20.35	10.54	13.32	1.40	
	Exchange Ports - 2-W VG TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus. (B2F) (E:1/1/2004)		UEPSB	UEPAE	11.89	49.14	26.04			20.35	10.54	13.32	1.40	



SERVICES - Tennessee	CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Attachment: 1		Exhibit: A		
						Rac	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports - 2-W VG TN Bus 2-Way Collierville & Memphis Local Calling Port (E:1/1/2004)		UEPSB	UEPR2	11.89	49.14	26.04					20.35	10.54	13.92	1.40
		Exchange Ports - 2-W VG TN Business Line Inward, Collierville & Memphis Local Calling Plan (E:1/1/2004)		UEPSB	UEPR3	11.89	49.14	26.04					20.35	10.54	13.92	1.40
		Exchange Ports - 2-Wire Voice Tennessee Business Dialing Plan without Caller ID (E:1/1/2004)		UEPSB	UEPW0	11.89	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2004)		UEPSB	UEPBE	11.89	49.14	26.04					20.35	10.54	13.92	1.40
		Subsequent Activity		UEPSB	USAS2	0.00	10.00	10.00					20.35	10.54	13.92	1.40
		FEATURES		UEPSB	UEPVF	0.00	0.00	0.00					20.35	10.54	13.92	1.40
		All Available Vertical Features		UEPSE	UEPRD	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		EXCHANGE PORT RATES (DID & PBX)		UEPSP	UEPPE	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire VG 2-Way PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPE	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire VG Line Slide 2-Way PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPE	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire VG Line Slide Outward PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPE	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire VG Line Slide Incoming PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPE	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPE	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPE	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire TN Outward Calling Plan PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPE	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire TN Outward Calling Plan PBX Trunk - Bus (E:1/1/2004)		UEPSP	UEPPE	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)		UEPSP	UEPPLD	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice 2-Way PBX Tennessee Calling Port (E:1/1/2004)		UEPSP	UEPT2	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port (E:1/1/2004)		UEPSP	UEPTO	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice 2-Way PBX Usage Port (E:1/1/2004)		UEPSP	UEPYA	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2004)		UEPSP	UEPYB	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2004)		UEPSP	UEPYC	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEPSP	UEPYD	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2004)		UEPSP	UEPYE	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2004)		UEPSP	UEPYL	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2004)		UEPSP	UEPYM	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-W Voice 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port (E:1/1/2004)		UEPSP	UEPXM	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2004)		UEPSP	UEPXC	11.79	49.14	26.04					20.35	10.54	13.92	1.40
		Exchange Ports, PBX Trunk Combination, Collierville and Memphis Local Calling Plan (E:1/1/2004)		UEPSP	UEPA6	11.79	49.14	26.04					20.35	10.54	13.92	1.40

SERVICES - Tennessee	CATEGORY	RATE ELEMENTS	Zone	BOS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1				Exhibit: A			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports, PBX Trunk Combination, first trunk, Collierville and Memphis Local Calling Plan (E:1/1/2004)		UEPSP	UEPAZ	11.79	49.14	26.04				20.35	10.54	13.32	1.40		
		2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2004)		UEPSP	UEPXS	11.79	49.14	26.04				20.35	10.54	13.32	1.40		
		2-Wire Voice PBX Collierville and Memphis Calling Port (E:1/1/2004)		UEPSP	UEPYU	11.79	49.14	26.04				20.35	10.54	13.32	1.40		
		2-Wire Voice 2-Way PBX Tennessee RegionServ Calling Port (E:1/1/2004)		UEPSP	UEPVY	11.79	49.14	26.04				20.35	10.54	13.32	1.40		
		Subsequent Activity		UEPSP	USAS2	0.00	10.00	10.00				20.35	10.54	13.32	1.40		
		FEATURES		UEPSP	UEPSE	0.00	0.00	0.00				20.35	10.54	13.32	1.40		
		All Available Vertical Features		UEPSE	UEPVF	0.00	0.00	0.00									
		EXCHANGE PORT RATES (COIN)				12.11	49.14	26.04									
		Exchange Port - Coin Port (E:1/1/2004)			USAS2	0.00	10.00	10.00									
		Subsequent Activity															
		DSO WHOLESALe LOCAL SWITCH PORT USAGE															
		End Office Switching (Port Usage)				0.0008041											
		End Office Switching Function, Per MOU															
		Tandem Switching (Port Usage) (Local or Access Tandem)				0.0009778											
		Tandem Switching Function Per MOU															
		Malded Factor: 38.90% of the Tandem Rate				0.000380364											
		Tandem Switching Function Per MOU (Malded)															
		Common Transport				0.00000064											
		Common Transport - Facilities Termination Per MOU				0.0000871											
		DSO Wholesale Local Voice Platform Services - Mass Market (USOC: UEBCU)															
		> End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to the DSO Wholesale Local Voice Platform except for the Coin Service which has a flat rate usage charge															
		> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categor															
		DSO WHOLESALe LOCAL VOICE PLATFORM (RES)															
		Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRX	UEPLX	12.48											
		2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRX	UEPLX	16.31											
		2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRX	UEPLX	21.32											
		2-Wire Voice Grade Line Port (Res)															
		2-Wire voice port - residence (E:1/1/2004)		UEPRX	UEPRL	1.70	34.86	15.12				30.89	7.03	0.00	0.00		
		2-Wire voice port with Caller ID - res (E:1/1/2004)		UEPRX	UEPRC	1.70	34.86	15.12				30.89	7.03	0.00	0.00		
		2-Wire voice port outgoing only - res (E:1/1/2004)		UEPRX	UEPRO	1.70	34.86	15.12				30.89	7.03	0.00	0.00		
		2-Wire voice Tennessee extended local dialing party port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAQ	1.70	34.86	15.12				30.89	7.03	0.00	0.00		
		2-Wire voice Tennessee Area Plus with Caller ID - res (E:1/1/2004)		UEPRX	UEPAH	1.70	34.86	15.12				30.89	7.03	0.00	0.00		
		2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAK	1.70	34.86	15.12				30.89	7.03	0.00	0.00		
		2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAL	1.70	34.86	15.12				30.89	7.03	0.00	0.00		
		2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAM	1.70	34.86	15.12				30.89	7.03	0.00	0.00		

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Ordering Interface Rates (\$)					
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOSEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAN	1.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire Caller ID - res (E:1/1/2004)		UEPRX	UEPAO	1.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice res. low usage line port with Caller ID (E:1/1/2004)		UEPRX	UEPAP	1.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Low Usage Line Port without Caller ID (E:1/1/2004)		UEPRX	UEPRT	1.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire Voice Tennessee Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPRX	UEPWN	1.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus Port without Caller ID Capability (E:1/1/2004)		UEPRX	UEPWR	1.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice port - residence (E:1/1/2005)		UEPRX	UEPRL	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice port with Caller ID - res (E:1/1/2005)		UEPRX	UEPRC	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice port outgoing only - res (E:1/1/2005)		UEPRX	UEPRO	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - res (E:1/1/2005)		UEPRX	UEPAQ	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus with Caller ID - res (E:1/1/2005)		UEPRX	UEPAH	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2005)		UEPRX	UEPAK	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2005)		UEPRX	UEPAL	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2005)		UEPRX	UEPAM	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2005)		UEPRX	UEPAN	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2005)		UEPRX	UEPAO	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2005)		UEPRX	UEPAP	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2005)		UEPRX	UEPRT	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire Voice Tennessee Residence Dialing Plan without Caller ID (E:1/1/2005)		UEPRX	UEPWN	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus Port without Caller ID Capability (E:1/1/2005)		UEPRX	UEPWR	4.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice port - residence (E:1/1/2006)		UEPRX	UEPRL	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice port with Caller ID - res (E:1/1/2006)		UEPRX	UEPRC	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice port outgoing only - res (E:1/1/2006)		UEPRX	UEPRO	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - res (E:1/1/2006)		UEPRX	UEPAQ	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus with Caller ID - res (E:1/1/2006)		UEPRX	UEPAH	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2006)		UEPRX	UEPAK	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2006)		UEPRX	UEPAL	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2006)		UEPRX	UEPAM	6.70	34.86	15.12				30.89	7.03	0.00	0.00

SERVICES - Tennessee	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted per LSR		Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2006)		UEPRX	UEPAN	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2006)		UEPRX	UEPAO	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice res, low usage line port with Caller ID (E:1/1/2006)		UEPRX	UEPAP	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Low Usage Line Port without Caller ID		UEPRX	UEPRT	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Residence Dialing Plan without Caller ID (E:1/1/2006)		UEPRX	UEPWN	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus Port without Caller ID Capability (E:1/1/2006)		UEPRX	UEPWR	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice port - residence (E:1/1/2007)		UEPRX	UEPRL	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice port with Caller ID - res (E:1/1/2007)		UEPRX	UEPRC	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice port outgoing only - res (E:1/1/2007)		UEPRX	UEPRO	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee extended local dialing party port with Caller ID - res (E:1/1/2007)		UEPRX	UEPAQ	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus with Caller ID - res (E:1/1/2007)		UEPRX	UEPAH	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2007)		UEPRX	UEPAK	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2007)		UEPRX	UEPAL	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2007)		UEPRX	UEPAM	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2007)		UEPRX	UEPAN	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2007)		UEPRX	UEPAO	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice res, low usage line port with Caller ID (E:1/1/2007)		UEPRX	UEPAP	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2007)		UEPRX	UEPRT	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Residence Dialing Plan without Caller ID (E:1/1/2007)		UEPRX	UEPWN	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus Port without Caller ID Capability (E:1/1/2007)		UEPRX	UEPWR	6.70	34.86	15.12				30.89	7.03	0.00	0.00
	LOCAL NUMBER PORTABILITY		UEPRX	LNPCX	0.35						0.00	0.00	0.00	0.00
	Local Number Portability (1 per port)		UEPRX	UEPVF	0.00						0.00	0.00	0.00	0.00
	FEATURES		UEPRX											
	All Features Offered		UEPRX											
	NONRECURRING CHARGES - CONVERSION		UEPRX											
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-1s (E:1/1/2004)		UEPRX	USAC2		10.00	10.00				30.89	7.03	0.00	0.00
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2004)		UEPRX	USACC		10.00	10.00				30.89	7.03	0.00	0.00
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-1s (E:1/1/2005)		UEPRX	USAC2		10.00	10.00				30.89	7.03	0.00	0.00
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2005)		UEPRX	USACC		10.00	10.00				30.89	7.03	0.00	0.00
	ADDITIONAL NRCS		UEPRX											

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				SOMEc	SOMAN	Attachment: 1		Exhibit: A	
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l
	NFC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2	0.00	10.00	10.00				7.97	0.00	0.00	0.00
	Miscellaneous Rate Element, Tag Loop at End User Permitse		UEPRX	UEBTL		8.33	0.83				20.35	10.54	13.32	13.32
	DSO WHOLESALER LOCAL VOICE PLATFORM (BUS)													
	Loop Rates													
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPBX	UEPLX	12.48						0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPBX	UEPLX	16.31						0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPBX	UEPLX	21.32						0.00	0.00	0.00	0.00
	2-Wire Voice Grade Line Port (Bus)													
	2-Wire voice port without Caller ID - Bus (E:1/1/2004)		UEPBX	UEPBL	1.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice port with Caller + E484 ID - Bus (E:1/1/2004)		UEPBX	UEPBG	1.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice port outgoing only - Bus (E:1/1/2004)		UEPBX	UEPBO	1.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - Bus (E:1/1/2004)		UEPBX	UEPAV	1.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2004)		UEPBX	UEPB1	1.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Economy Option (E:1/1/2004)		UEPBX	UEPAC	1.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Standard Option (E:1/1/2004)		UEPBX	UEPAD	1.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Collererville and Memphis Local Calling Port (B2F) (E:1/1/2004)		UEPBX	UEPAE	1.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice incoming Only Port without Caller ID Capability (E:1/1/2004)		UEPBX	UEPBE	1.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Business Dialing Plan without Caller ID (E:1/1/2004)		UEPBX	UEPWO	1.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice port without Caller ID - Bus (E:1/1/2005)		UEPBX	UEPBL	4.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice port with Caller + E484 ID - Bus (E:1/1/2005)		UEPBX	UEPBG	4.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - Bus (E:1/1/2005)		UEPBX	UEPBO	4.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2005)		UEPBX	UEPAV	4.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Economy Option (E:1/1/2005)		UEPBX	UEPB1	4.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Standard Option (E:1/1/2005)		UEPBX	UEPAC	4.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Collererville and Memphis Local Calling Port (B2F) (E:1/1/2005)		UEPBX	UEPAD	4.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice incoming Only Port without Caller ID Capability (E:1/1/2005)		UEPBX	UEPAE	4.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Business Dialing Plan without Caller ID (E:1/1/2005)		UEPBX	UEPBE	4.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Economy Option (E:1/1/2006)		UEPBX	UEPWO	6.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice port without Caller ID - Bus (E:1/1/2006)		UEPBX	UEPBL	6.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice port with Caller + E484 ID - Bus (E:1/1/2006)		UEPBX	UEPBG	6.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice port outgoing only - Bus (E:1/1/2006)		UEPBX	UEPBO	6.70	49.14	26.04				30.89	7.03	0.00	0.00

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Attachment: 1		Exhibit A	
					Rec	Nonrecuring First	Add'l	Nonrecuring Disconnect First	Add'l	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - bus (E:1/1/2006)		UEPBX	UEPAV	6.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2006)		UEPBX	UEPB1	6.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Economy Option (E:1/1/2006)		UEPBX	UEPAC	6.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Standard Option (E:1/1/2006)		UEPBX	UEPAD	6.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Collerville and Memphis Local Calling Port (B2F) (E:1/1/2006)		UEPBX	UEPAE	6.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2006)		UEPBX	UEPBE	6.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Business Dialing Plan without Caller ID (E:1/1/2006)		UEPBX	UEPWO	6.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice port without Caller ID - bus (E:1/1/2007)		UEPBX	UEPBL	8.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice port with Caller + E484 ID - bus (E:1/1/2007)		UEPBX	UEPBC	8.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice port outgoing only - bus (E:1/1/2007)		UEPBX	UEPBO	8.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - bus (E:1/1/2007)		UEPBX	UEPAV	8.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2007)		UEPBX	UEPB1	8.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Economy Option (E:1/1/2007)		UEPBX	UEPAC	8.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Standard Option (E:1/1/2007)		UEPBX	UEPAD	8.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Collerville and Memphis Local Calling Port (B2F) (E:1/1/2007)		UEPBX	UEPAE	8.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2007)		UEPBX	UEPBE	8.70	49.14	26.04				30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Business Dialing Plan without Caller ID (E:1/1/2007)		UEPBX	UEPWO	8.70	49.14	26.04				30.89	7.03	0.00	0.00
	<b>LOCAL NUMBER PORTABILITY</b>													
	Local Number Portability (1 per port)		UEPBX	LNPX		0.35					0.00	0.00	0.00	0.00
	<b>FEATURES</b>													
	All Features Offered		UEPBX	UEPVE		0.00					30.89	7.03	0.00	0.00
	<b>NONRECURRING CHARGES - CONVERSION</b>													
	2-Wire Voice Grade Loop / Line Port Platform - Switch-basis (E:1/1/2004)		UEPBX	USAC2		10.00	10.00				30.89	7.03	0.00	0.00
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2004)		UEPBX	USAC		10.00	10.00				30.89	7.03	0.00	0.00
	2-Wire Voice Grade Loop / Line Port Platform - Switch-basis (E:1/1/2005)		UEPBX	USAC2		10.00	10.00				30.89	7.03	0.00	0.00
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2005)		UEPBX	USAC		10.00	10.00				30.89	7.03	0.00	0.00
	<b>ADDITIONAL NRCs</b>													
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	USAS2		0.00	10.00				7.97	0.00	0.00	0.00
	Miscellaneous Rate Element - Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83				20.35	10.54	13.32	13.32
	<b>DSO WHOLESALE LOCAL VOICE PLATFORM (RES - PBX)</b>													

SERVICES - Tennessee	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				SOMAN		SOMAN		SOMAN		SOMAN		
					Rec	Nonrecurring First	Addl	Nonrecurring First	Disconnect Addl	SOMEK	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Addl	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Addl		
CATEGORY	Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRG	UEPLX	12.48												
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRG	UEPLX	16.31												
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRG	UEPLX	21.32												
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2004)		UEPRG	UEPRD	1.70	49.14	26.04						30.89	7.03	0.00	0.00	0.00
	2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2005)		UEPRG	UEPRD	4.70	49.14	26.04						30.89	7.03	0.00	0.00	0.00
	2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2006)		UEPRG	UEPRD	6.70	49.14	26.04						30.89	7.03	0.00	0.00	0.00
	2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2007)		UEPRG	UEPRD	8.70	49.14	26.04						30.89	7.03	0.00	0.00	0.00
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)		UEPRG	LNPCP	3.15	0.00	0.00						30.89	7.03	0.00	0.00	0.00
	FEATURES																
	All Features Offered		UEPRG	UEPVF	0.00	0.00	0.00						30.89	7.03	0.00	0.00	0.00
	NONRECURRING CHARGES - CONVERSION																
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2004)		UEPRG	USAC2	10.00	10.00	10.00						30.89	7.03	0.00	0.00	0.00
2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)		UEPRG	USACC	10.00	10.00	10.00						30.89	7.03	0.00	0.00	0.00	
2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)		UEPRG	USAC2	10.00	10.00	10.00						30.89	7.03	0.00	0.00	0.00	
2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)		UEPRG	USACC	10.00	10.00	10.00						30.89	7.03	0.00	0.00	0.00	
ADDITIONAL NRCS																	
2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPRG	USAS2	0.00	10.00	10.00						7.97	0.00	0.00	0.00	0.00	
PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64											
Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL	8.33	8.33	0.83						20.35	10.54	13.32	13.32	0.00	
DSO WHOLESALE LOCAL VOICE PLATFORM (BUS - PBX)																	
Loop Rates																	
2-Wire Voice Grade Loop (SL1) - Zone 1		UEPPX	UEPLX	12.48								0.00	0.00	0.00	0.00	0.00	
2-Wire Voice Grade Loop (SL1) - Zone 2		UEPPX	UEPLX	16.31								0.00	0.00	0.00	0.00	0.00	
2-Wire Voice Grade Loop (SL1) - Zone 3		UEPPX	UEPLX	21.32								0.00	0.00	0.00	0.00	0.00	
2-Wire Voice Grade Line Port Rates (BUS - PBX)																	
Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPPC	1.70	49.14	26.04						30.89	7.03	0.00	0.00	0.00	
Line Side Outward PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPPO	1.70	49.14	26.04						30.89	7.03	0.00	0.00	0.00	
Line Side Incoming PBX Trunk Port - Bus (E:1/1/2004)		UEPPX	UEPP1	1.70	49.14	26.04						30.89	7.03	0.00	0.00	0.00	
2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)		UEPPX	UEPLD	1.70	49.14	26.04						30.89	7.03	0.00	0.00	0.00	
2-Wire Voice 2-Way Combination PBX Tennessee Calling Port (E:1/1/2004)		UEPPX	UEPT2	1.70	49.14	26.04						30.89	7.03	0.00	0.00	0.00	
2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port (E:1/1/2004)		UEPPX	UEPTO	1.70	49.14	26.04						30.89	7.03	0.00	0.00	0.00	

SERVICES - Tennessee	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1				Exhibit: A			
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	SOMAN
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2004)		UEPPX	UEPYA	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2004)		UEPPX	UEPYB	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2004)		UEPPX	UEPYC	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)		UEPPX	UEPYD	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD Terminal Switchboard IDD (E:1/1/2004)		UEPPX	UEPYE	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN (E:1/1/2004)		UEPPX	UEPYN	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX Collierville and Memphis Calling Port (E:1/1/2004)		UEPPX	UEPYU	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice 2-Way PBX Tennessee Region/Serv Calling Port (E:1/1/2004)		UEPPX	UEPYV	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan (E:1/1/2004)		UEPPX	UEPA6	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan (E:1/1/2004)		UEPPX	UEPA7	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2005)		UEPPX	UEPPO	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2005)		UEPPX	UEPPI	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	Line Side Incoming PBX Trunk Port - Bus (E:1/1/2005)		UEPPX	UEPLD	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice 2-Way Combination PBX Tennessee Calling Port (E:1/1/2005)		UEPPX	UEPT2	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port (E:1/1/2005)		UEPPX	UEPTO	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2005)		UEPPX	UEPXA	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)		UEPPX	UEPXB	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2005)		UEPPX	UEPXC	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)		UEPPX	UEPXD	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD Terminal Switchboard IDD (E:1/1/2005)		UEPPX	UEPXE	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN (E:1/1/2005)		UEPPX	UEPXN	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX Collierville and Memphis Calling Port (E:1/1/2005)		UEPPX	UEPXU	4.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice 2-Way PBX Tennessee Region/Serv Calling Port (E:1/1/2005)		UEPPX	UEPXV	4.70	49.14	26.04				30.89	7.03	0.00	0.00		



SERVICES - Tennessee	CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Attachment: 1		Exhibit: A								
						Rate	Nonrecurring First	Add'l	Nonrecurring Disconnect	SOMEJC	SOMAN	Ordering Interate Rates (\$)	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
		2-Wire Voice Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan (E:1/1/2006)		UEPPX	UEPA6	4.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan (E:1/1/2006)		UEPPX	UEPA7	4.70	49.14	26.04				30.89	7.03	0.00	0.00							
		Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2006)		UEPPX	UEPPC	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		Line Side Outward PBX Trunk Port - Bus (E:1/1/2006)		UEPPX	UEPPQ	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		Line Side Incoming PBX Trunk Port - Bus (E:1/1/2006)		UEPPX	UEPP1	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice PBX LD Terminal Ports (E:1/1/2006)		UEPPX	UEPLD	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice 2-Way Combination PBX Tennessee Calling Port (E:1/1/2006)		UEPPX	UEPT2	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port (E:1/1/2006)		UEPPX	UEPTO	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2006)		UEPPX	UEPPA	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2006)		UEPPX	UEPPB	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2006)		UEPPX	UEPPC	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2006)		UEPPX	UEPPD	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice PBX LD Terminal Switchboard DD (E:1/1/2006)		UEPPX	UEPPE	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice 1-Way Out PBX Hotel/Hospital Economy Capable Port (E:1/1/2006)		UEPPX	UEPPN	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		Administrative Calling Port TN (E:1/1/2006)		UEPPX	UEPPXU	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice PBX Collierville and Memphis Calling Port (E:1/1/2006)		UEPPX	UEPPXV	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice 2-Way PBX Tennessee Region/Serv Calling Port (E:1/1/2006)		UEPPX	UEPPXV	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan (E:1/1/2006)		UEPPX	UEPA6	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan (E:1/1/2006)		UEPPX	UEPA7	6.70	49.14	26.04				30.89	7.03	0.00	0.00							
		Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2007)		UEPPX	UEPPO	8.70	49.14	26.04				30.89	7.03	0.00	0.00							
		Line Side Outward PBX Trunk Port - Bus (E:1/1/2007)		UEPPX	UEPP1	8.70	49.14	26.04				30.89	7.03	0.00	0.00							
		Line Side Incoming PBX Trunk Port - Bus (E:1/1/2007)		UEPPX	UEPLD	8.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice PBX LD Terminal Ports (E:1/1/2007)		UEPPX	UEPT2	8.70	49.14	26.04				30.89	7.03	0.00	0.00							
		2-Wire Voice 2-Way Combination PBX Tennessee Calling Port (E:1/1/2007)		UEPPX	UEPTO	8.70	49.14	26.04				30.89	7.03	0.00	0.00							

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						SOMEc	SOMAN	Attachment: 1		Exhibit: A	
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMAN			SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	SOMAN
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2007)		UEPPX	UEPXA	8.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2007)		UEPPX	UEPXB	8.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD DDD Terminal Port (E:1/1/2007)		UEPPX	UEPXC	8.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2007)		UEPPX	UEPXD	8.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD Terminal Switchboard ID (E:1/1/2007)		UEPPX	UEPXE	8.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN (E:1/1/2007)		UEPPX	UEPXN	8.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice PBX Collierville and Memphis Calling Port (E:1/1/2007)		UEPPX	UEPXU	8.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice 2-Way PBX Tennessee Region/Serv Calling Port (E:1/1/2007)		UEPPX	UEPXV	8.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan (E:1/1/2007)		UEPPX	UEPA6	8.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Voice Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan (E:1/1/2007)		UEPPX	UEPAT	8.70	49.14	26.04				30.89	7.03	0.00	0.00		
	<b>LOCAL NUMBER PORTABILITY</b>		UEPPX	LNPCP	3.15	0.00	0.00				15.69	0.00	0.00	0.00		
	<b>LOCAL NUMBER PORTABILITY</b> Local Number Portability (1 per port)		UEPPX	UEPVF	0.00	0.00	0.00				15.69	0.00	0.00	0.00		
	<b>FEATURES</b>		UEPPX	USAC2	0.00	10.00	10.00				30.89	7.03	0.00	0.00		
	<b>NONRECURRING CHARGES - CONVERSION</b>		UEPPX	USAC2	0.00	10.00	10.00				30.89	7.03	0.00	0.00		
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2004)		UEPPX	USAC2	0.00	10.00	10.00				30.89	7.03	0.00	0.00		
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)		UEPPX	USAC2	0.00	10.00	10.00				30.89	7.03	0.00	0.00		
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)		UEPPX	USACC	0.00	10.00	10.00				30.89	7.03	0.00	0.00		
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)		UEPPX	USACC	0.00	10.00	10.00				30.89	7.03	0.00	0.00		
	<b>ADDITIONAL NRCS</b>		UEPPX	USAS2	0.00	10.00	10.00				7.97	0.00	0.00	0.00		
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPPX	URETL	0.00	10.00	10.00				20.35	10.54	13.32	13.32		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group		UEPPX	URETL	0.00	10.00	10.00				20.35	10.54	13.32	13.32		
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL	0.00	10.00	10.00				20.35	10.54	13.32	13.32		
	<b>LOOP RATES</b>		UEPCO	UEPLX	12.48	16.31	21.32				0.00	0.00	0.00	0.00		
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPCO	UEPLX	12.48	16.31	21.32				0.00	0.00	0.00	0.00		
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPCO	UEPLX	12.48	16.31	21.32				0.00	0.00	0.00	0.00		
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPCO	UEPLX	12.48	16.31	21.32				0.00	0.00	0.00	0.00		
	2-Wire Voice Grade Line Port Rates (Coin)		UEPCO	UEPTB	1.70	49.14	26.04				30.89	7.03	0.00	0.00		
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN) (E:1/1/2004)		UEPCO	UEPTB	1.70	49.14	26.04				30.89	7.03	0.00	0.00		

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Attachment: 1		Exhibit: A		
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect Add'l	SOM/EC	SOM/AN	Ordering Interface Rates (\$)	SOM/AN	SOM/AN	SOM/AN	SOM/AN
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN) (E:1/1/2004)		UEPCO	UEPRP	1.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN) (E:1/1/2004)		UEPCO	UEPTA	1.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN) (E:1/1/2004)		UEPCO	UEPCA	1.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN) (E:1/1/2004)		UEPCO	UEPTC	1.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN) (E:1/1/2004)		UEPCO	UEPOT	1.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN) (E:1/1/2005)		UEPCO	UEPTB	4.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN) (E:1/1/2005)		UEPCO	UEPRP	4.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN) (E:1/1/2005)		UEPCO	UEPTA	4.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN) (E:1/1/2005)		UEPCO	UEPCA	4.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN) (E:1/1/2005)		UEPCO	UEPTC	4.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN) (E:1/1/2005)		UEPCO	UEPOT	4.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN) (E:1/1/2006)		UEPCO	UEPTB	6.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN) (E:1/1/2006)		UEPCO	UEPRP	6.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN) (E:1/1/2006)		UEPCO	UEPTA	6.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN) (E:1/1/2006)		UEPCO	UEPCA	6.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN) (E:1/1/2006)		UEPCO	UEPTC	6.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN) (E:1/1/2006)		UEPCO	UEPOT	6.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN) (E:1/1/2007)		UEPCO	UEPTB	8.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN) (E:1/1/2007)		UEPCO	UEPRP	8.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN) (E:1/1/2007)		UEPCO	UEPTA	8.70	49.14	26.04					30.89	7.03	0.00	0.00

SERVICES - Tennessee	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Attachment: 1		Exhibit: A	
					Rate	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN) (E:1/1/2007)		UEPCO	UEPCA	8.70	49.14	26.04			30.89	7.03	0.00	0.00	
	2-Wire Coin Outward with Operator Screening and Blocking (TN) (E:1/1/2007)		UEPCO	UEPTC	8.70	49.14	26.04			30.89	7.03	0.00	0.00	
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN) (E:1/1/2007)		UEPCO	UEPOT	8.70	49.14	26.04			30.89	7.03	0.00	0.00	
	Wholesale Access Line Platform (Coin Usage (Flat Rate)) (E:1/1/2007)		UEPCO	UEPCU	5.50					0.00	0.00	0.00	0.00	
	<b>LOCAL NUMBER PORTABILITY</b> Local Number Portability (1 per port)		UEPCO	INPCX	0.35					0.00	0.00	0.00	0.00	
	<b>NONRECURRING CHARGES - CONVERSION</b> 2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2004)		UEPCO	USAC2	10.00	10.00	10.00			30.89	7.03	0.00	0.00	
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)		UEPCO	USACC	10.00	10.00	10.00			30.89	7.03	0.00	0.00	
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)		UEPCO	USAC2	10.00	10.00	10.00			30.89	7.03	0.00	0.00	
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)		UEPCO	USACC	10.00	10.00	10.00			30.89	7.03	0.00	0.00	
	<b>ADDITIONAL NRCs</b> 2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPCO	USAS2	0.00	10.00	10.00			7.97	0.00	0.00	0.00	
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL	8.33	0.83				20.35	10.54	13.32	13.32	
<p>DSO Wholesale Local Voice Platform Services - Enterprise Market &gt; End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to the DSO Wholesale Local Voice Platform except for the Coin Service which has a flat rate usage charge &gt; For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply</p>														
<b>DSO WHOLESALE LOCAL VOICE PLATFORM (RES)</b>														
<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRX	UEPLX	12.48									
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRX	UEPLX	16.31									
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRX	UEPLX	21.32									
	<b>2-Wire Voice Grade Line Port (Res)</b>													
	2-Wire voice port - residence (E:1/1/2004)		UEPRX	UEPRL	11.70	34.86	15.12			30.89	7.03	0.00	0.00	
	2-Wire voice port with Caller ID - res (E:1/1/2004)		UEPRX	UEPRC	11.70	34.86	15.12			30.89	7.03	0.00	0.00	
	2-Wire voice port outgoing only - res (E:1/1/2004)		UEPRX	UEPRO	11.70	34.86	15.12			30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee extended local dialing party port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAQ	11.70	34.86	15.12			30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee Area Plus with Caller ID - res (E:1/1/2004)		UEPRX	UEPAH	11.70	34.86	15.12			30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAK	11.70	34.86	15.12			30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAL	11.70	34.86	15.12			30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAM	11.70	34.86	15.12			30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee Area Calling port with Caller ID - res (E:1/1/2004)		UEPRX	UEPAN	11.70	34.86	15.12			30.89	7.03	0.00	0.00	

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: A	
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMAN			SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Order vs. Add'l	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Order vs. Add'l
	2-Wire voice Tennessee Area Calling port with Caller ID - res. (E:1/1/2004)		UEPRX	UEPAO	11.70	34.86	15.12					30.89	7.03	0.00	0.00	
	2-Wire voice res. low usage line port with Caller ID (E:1/1/2004)		UEPRX	UEPAP	11.70	34.86	15.12					30.89	7.03	0.00	0.00	
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2004)		UEPRX	UEPRT	11.70	34.86	15.12					30.89	7.03	0.00	0.00	
	2-Wire Voice Tennessee Residence Dialing Plan without Caller ID (E:1/1/2004)		UEPRX	UEPWN	11.70	34.86	15.12					30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee Area Plus Port without Caller ID Capability (E:1/1/2004)		UEPRX	UEPRR	11.70	34.86	15.12					30.89	7.03	0.00	0.00	
	<b>LOCAL NUMBER PORTABILITY</b>		UEPRX	LNPCX	0.35							0.00	0.00	0.00	0.00	
	Local Number Portability (1 per port)		UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03	0.00	0.00	
	<b>FEATURES</b>															
	All Features Offered		UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03	0.00	0.00	
	<b>NONRECURRING CHARGES - CONVERSION</b>															
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2004)		UEPRX	USAC2		10.00	10.00					30.89	7.03	0.00	0.00	
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2004)		UEPRX	USACC		10.00	10.00					30.89	7.03	0.00	0.00	
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2005)		UEPRX	USAC2		10.00	10.00					30.89	7.03	0.00	0.00	
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2005)		UEPRX	USACC		10.00	10.00					30.89	7.03	0.00	0.00	
	<b>ADDITIONAL NRCS</b>															
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2	0.00	10.00	10.00					7.97	0.00	0.00	0.00	
	Miscellaneous Rate Element: Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83					20.35	10.54	13.32	13.32	
	<b>DSO WHOLESALE LOCAL VOICE PLATFORM (BUS)</b>															
	<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPBX	UEPLX	12.48							0.00	0.00	0.00	0.00	
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPBX	UEPLX	16.31							0.00	0.00	0.00	0.00	
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPBX	UEPLX	21.32							0.00	0.00	0.00	0.00	
	<b>2-Wire Voice Grade Line Port (Bus)</b>															
	2-Wire voice port without Caller ID - bus (E:1/1/2004)		UEPBX	UEPBL	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire voice port with Caller + E484 ID - bus (E:1/1/2004)		UEPBX	UEPBC	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire voice port outgoing only - bus (E:1/1/2004)		UEPBX	UEPBO	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - bus (E:1/1/2004)		UEPBX	UEPAV	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2004)		UEPBX	UEPB1	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Economy Option (E:1/1/2004)		UEPBX	UEPAC	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Standard Option (E:1/1/2004)		UEPBX	UEPAD	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire voice Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F) (E:1/1/2004)		UEPBX	UEPAE	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2004)		UEPBX	UEPBE	11.70	49.14	26.04					30.89	7.03	0.00	0.00	

SERVICES - Tennessee	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Attachment: 1				Exhibit A			
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOME M	SOME M	SOME M	SOME M	SOME M	SOME M
	2-Wire voice Tennessee Business Dialing Plan without Caller ID (E:1/1/2004)		UEPBX	UEPWO	11.70	49.14	26.04			30.89		7.03	0.00	0.00	0.00	
	LOCAL NUMBER PORTABILITY		UEPBX	LNPCX	0.35					0.00		0.00	0.00	0.00	0.00	
	Local Number Portability (1 per port)		UEPBX	UEPVF	0.00	0.00	0.00			30.89		7.03	0.00	0.00	0.00	
	FEATURES		UEPBX	UEPVF	0.00	0.00	0.00			30.89		7.03	0.00	0.00	0.00	
	NONRECURRING CHARGES - CONVERSION		UEPBX	USAC2	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	2-Wire Voice Grade Loop / Line Port Platform - Switch-As-is (E:1/1/2004)		UEPBX	USACC	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	2-Wire Voice Grade Loop / Line Port Platform - Switch-with change (E:1/1/2004)		UEPBX	USAC2	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	2-Wire Voice Grade Loop / Line Port Platform - Switch-As-is (E:1/1/2005)		UEPBX	USACC	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	2-Wire Voice Grade Loop / Line Port Platform - Switch-with change (E:1/1/2005)		UEPBX	USACC	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	ADDITIONAL NRCS		UEPBX	USAS2	0.00	10.00	10.00			7.97		0.00	0.00	0.00	0.00	
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	UBETL	8.33	0.83				20.35		10.54	13.32	13.32		
	Miscellaneous Rate Element, Tag Loop at End User Premise															
	DS0 WHOLESALE LOCAL VOICE PLATFORM (RES - PBX)		UEPRG	UEPLX	12.48					0.00		0.00	0.00	0.00	0.00	
	Loop Rates		UEPRG	UEPLX	16.31					0.00		0.00	0.00	0.00	0.00	
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPRG	UEPLX	21.32					0.00		0.00	0.00	0.00	0.00	
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPRG	UEPLX						0.00		0.00	0.00	0.00	0.00	
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPRG	UEPRD	11.70	49.14	26.04			30.89		7.03	0.00	0.00	0.00	
	2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2004)		UEPRG	LNPCP	3.15	0.00	0.00			30.89		7.03	0.00	0.00	0.00	
	LOCAL NUMBER PORTABILITY		UEPRG	UEPVF	0.00	0.00	0.00			30.89		7.03	0.00	0.00	0.00	
	Local Number Portability (1 per port)		UEPRG	UEPVF	0.00	0.00	0.00			30.89		7.03	0.00	0.00	0.00	
	FEATURES		UEPRG	USAC2	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	All Features Offered		UEPRG	USACC	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	NONRECURRING CHARGES - CONVERSION		UEPRG	USAC2	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-is (E:1/1/2004)		UEPRG	USACC	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-with Change (E:1/1/2004)		UEPRG	USAC2	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-is (E:1/1/2005)		UEPRG	USACC	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-with Change (E:1/1/2005)		UEPRG	USACC	10.00	10.00	10.00			30.89		7.03	0.00	0.00	0.00	
	ADDITIONAL NRCS		UEPRG	USAS2	0.00	10.00	10.00			7.97		0.00	0.00	0.00	0.00	
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPRG	URETL	8.33	0.83				20.35		10.54	13.32	13.32		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group		UEPRG	URETL	8.33	0.83				20.35		10.54	13.32	13.32		
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL	8.33	0.83				20.35		10.54	13.32	13.32		
	DS0 WHOLESALE LOCAL VOICE PLATFORM (BUS - PBX)		UEPPX	UEPLX	12.48					0.00		0.00	0.00	0.00	0.00	
	Loop Rates		UEPPX	UEPLX	12.48					0.00		0.00	0.00	0.00	0.00	
	2-Wire Voice Grade Loop (SL1) - Zone 1															

SERVICES - Tennessee	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)						Attachment: 1		Exhibit: A		
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOM/EC	SOM/AN	SOM/AN	SOM/AN	SOM/AN	SOM/AN
2-Wire Voice Grade Loop (SL1) - Zone 2			UEPPX	UEPLX	16.81							0.00	0.00	0.00	0.00
2-Wire Voice Grade Loop (SL1) - Zone 3			UEPPX	UEPLX	21.32							0.00	0.00	0.00	0.00
2-Wire Voice Grade Line Port Rates (BUS - PBX)															
Line Slide Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	11.70	49.14	26.04					30.89	7.03	0.00	0.00
(E:1/1/2004)															
Line Slide Outward PBX Trunk Port - Bus (E:1/1/2004)			UEPPX	UEPPO	11.70	49.14	26.04					30.89	7.03	0.00	0.00
Line Slide Incoming PBX Trunk Port - Bus (E:1/1/2004)			UEPPX	UEPP1	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice PBX LD Terminal Ports (E:1/1/2004)			UEPPX	UEPLD	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice 2-Way Combination PBX Tennessee			UEPPX	UEPT2	11.70	49.14	26.04					30.89	7.03	0.00	0.00
Calling Port (E:1/1/2004)			UEPPX	UEPT0	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port (E:1/1/2004)			UEPPX	UEPTA	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2004)			UEPPX	UEPXB	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2004)			UEPPX	UEPXC	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2004)			UEPPX	UEPXD	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2004)			UEPPX	UEPXE	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN (E:1/1/2004)			UEPPX	UEPXN	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice PBX Collierville and Memphis Calling Port (E:1/1/2004)			UEPPX	UEPXU	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice 2-Way PBX Tennessee Region/Serv Calling Port (E:1/1/2004)			UEPPX	UEPXV	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan (E:1/1/2004)			UEPPX	UEPAG	11.70	49.14	26.04					30.89	7.03	0.00	0.00
2-Wire Voice Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan (E:1/1/2004)			UEPPX	UEPAZ	11.70	49.14	26.04					30.89	7.03	0.00	0.00
LOCAL NUMBER PORTABILITY			UEPPX	LNPCP	3.15	0.00	0.00					15.69	0.00	0.00	0.00
Local Number Portability (1 per port)			UEPPX	UEPVF	0.00	0.00	0.00					15.69	0.00	0.00	0.00
FEATURES															
All Features Offered															
NONRECURRING CHARGES - CONVERSION															
2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-B (E:1/1/2004)			UEPPX	USAC2	10.00	10.00	10.00					30.89	7.03	0.00	0.00
2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)			UEPPX	USACC	10.00	10.00	10.00					30.89	7.03	0.00	0.00
2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-B (E:1/1/2005)			UEPPX	USAC2	10.00	10.00	10.00					30.89	7.03	0.00	0.00
2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPPX	USACC	10.00	10.00	10.00					30.89	7.03	0.00	0.00
ADDITIONAL NRCS															

SERVICES - Tennessee		Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)		Attachment: 1		Exhibit: A					
CATEGORY	RATE ELEMENTS				Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECH	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPPX	USAS2	0.00	10.00	10.00				7.97	0.00	0.00	0.00
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64							
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.33				20.35	10.54	13.32	13.32
	2-Wire Voice Grade Line Port Rates (COIN) Loop Rates										0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPCO	UEPLX	12.48									



## **Attachment 2**

### **Pre-Ordering, Ordering, Provisioning and Maintenance and Repair**

**TABLE OF CONTENTS**

**1. Guidelines ..... 3**

**2. Pre-Ordering ..... 3**

**3. Ordering ..... 4**

**4. Provisioning ..... 5**

**5. Maintenance and Repair..... 5**

**6. Miscellaneous..... 6**

**7. Rates ..... 7**

**Guides, Business Rules and Specifications..... Exhibit A**

**Cancellation Charge Percentage Matrix ..... Exhibit B**

**Rates..... Exhibit C**

## PRE-ORDERING, ORDERING, PROVISIONING AND MAINTENANCE AND REPAIR

### 1. Guidelines

- 1.1 The guidelines for pre-ordering, ordering, provisioning and maintenance and repair are set forth in Exhibit A hereto.
- 1.2 BellSouth shall provide [REDACTED] pre-ordering, ordering, provisioning and maintenance and repair capabilities through manual and electronic interfaces as described in this Attachment ("Interfaces"). It is the sole responsibility of [REDACTED] to obtain the technical capability to access and utilize BellSouth's Interfaces as they may be modified from time to time. [REDACTED] use of BellSouth's Interfaces shall be in accordance with the applicable guides, business rules and specifications set forth in Exhibit A hereto.
- 1.3 Notwithstanding anything to the contrary in any guides, business rules or other specifications, listed or referenced in Exhibit A, [REDACTED] shall have no right to submit requests, vote on issues, or otherwise participate in BellSouth's Change Control Process with respect to the Services hereunder.

### 2. Pre-Ordering

- 2.1 The Interfaces provide access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information and customer service record ("CSR") information.
- 2.1.1 Loop make-up information is not necessary for the Services offered pursuant to this Agreement and, although the function may be available as a pre-ordering function of the Interfaces, [REDACTED] is not authorized to receive loop make-up information pursuant to this Agreement. [REDACTED] shall not request loop make-up information for Services under this Agreement and shall indemnify BellSouth against any claims, loss, damage or other expenses arising as a result of [REDACTED] requesting loop make-up.
- 2.2 [REDACTED] shall provide to BellSouth access to the same type of CSR information that BellSouth makes available to [REDACTED] including circuit numbers associated with each telephone number where applicable. [REDACTED] shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, [REDACTED] shall provide to BellSouth paper copies of CSR information, via email, to an address designated by BellSouth, unless otherwise agreed to by BellSouth including circuit numbers

associated with each telephone number where applicable. If BellSouth requests the information before noon, the CSR information shall be provided the same day. If BellSouth requests the information after noon, the CSR information shall be provided by noon the following day.

- 2.3 [REDACTED] agrees not to view, copy, or otherwise obtain access to the CSR information of any End User without that End User's permission. [REDACTED] will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the Service is provided. BellSouth reserves the right to monitor [REDACTED] access to CSR information. If BellSouth determines that [REDACTED] is accessing CSR information without having obtained the proper End User authorization, BellSouth upon reasonable notice to [REDACTED] may take corrective action, including but not limited to suspending or terminating [REDACTED] access to BellSouth's Interfaces.

### 3. Ordering

- 3.1 [REDACTED] shall place orders for Services by submitting a local service request ("LSR") to BellSouth. BellSouth shall bill [REDACTED] an electronic service order charge as specified in Exhibit C hereto for each LSR submitted by means of an electronic Interface. BellSouth shall bill [REDACTED] a manual service order charge as specified in Exhibit C hereto for each LSR submitted by means other than the electronic Interfaces (e.g. mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").
- 3.2 [REDACTED] may submit an LSR to request that an End User's service be temporarily withheld or denied, or restored. Alternatively, [REDACTED] may submit a list of such End Users if [REDACTED] provides a separate PON for each location on the list. Each location will be billed as a separate LSR.
- 3.3 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 3.4 Notwithstanding the foregoing, BellSouth will not bill the electronic or manual service order charges for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 3.5 LSRs submitted pursuant to this Agreement and placed in hold or pending status by [REDACTED] will be held for a maximum of thirty (30) days from the date the LSR is placed on hold. After such thirty (30) day period, [REDACTED] shall be required to submit a new LSR. LSRs that are not complete and correct ("valid") will be returned to [REDACTED] for correction or clarification and will be held for thirty (30) days. If [REDACTED] does not return a supplement to create a valid LSR within thirty (30) days, BellSouth will cancel the invalid LSR.

**4. Provisioning**

4.1 BellSouth shall provision Services during its regular working hours. To the extent [REDACTED] requests provisioning of Service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, the overtime charges set forth in BellSouth's State E Tariff, Section 13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of [REDACTED], BellSouth will not assess overtime charges. To the extent [REDACTED] requests project management for provisioning of Services under this Agreement, additional charges may apply and shall be negotiated by the Parties.

4.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by [REDACTED] (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill [REDACTED] for each additional dispatch required to provision the Service due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's tariff.

4.3 Cancellation Charges. If [REDACTED] cancels an LSR subsequent to BellSouth's generation of a service order, any costs incurred by BellSouth in conjunction with the provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in Exhibit B.

4.4 Service Date Advancement Charges (a.k.a. Expedites). Service Date Advancement charges will apply where [REDACTED] requests that Services be provisioned prior to the due date provided by BellSouth, and where BellSouth agrees to an expedited provisioning time frame. Charges shall be as set forth in Exhibit C.

**5. Maintenance and Repair**

5.1 BellSouth will make Interfaces available to [REDACTED] for the purpose of reporting and monitoring service troubles. [REDACTED] use of BellSouth's maintenance and repair Interfaces shall be in accordance with the applicable guides, business rules and specifications for maintenance and repair as set forth in Exhibit A hereto.

5.2 If [REDACTED] reports a trouble on a DSO Wholesale Local Voice Platform Service and no trouble actually exists in BellSouth's network, BellSouth will charge [REDACTED] the Trouble Determination and/or Trouble Isolation charges, as appropriate, as set forth in BellSouth's tariff for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Service's working status.

5.3 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by [REDACTED] (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill [REDACTED] for each additional dispatch required to repair the Service due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's tariffs.

## 6. Miscellaneous

6.1 Single Point of Contact. [REDACTED] will be the single point of contact with BellSouth for ordering activity pursuant to this Agreement, except that BellSouth may accept a request directly from another CLEC, or from BellSouth, acting with authorization of the affected End User, to disconnect the Services provided hereunder in order to permit the End User to change service providers, as described in Section 6.3 below. [REDACTED] shall execute a blanket letter of authorization with respect to [REDACTED] ordering activity so that prior proof of End User authorization will not be necessary with every LSR (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of End User authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.

6.2 [REDACTED] shall not prevent or delay an End User from changing to another carrier because of unpaid bills, denied service, or contract terms.

6.3 Use of Facilities. Pursuant to a request from an End User of [REDACTED] or from another local exchange carrier (LEC), including BellSouth, on behalf of such End User, BellSouth shall have the right to disconnect the Services being used by [REDACTED] to provide Service to that End User and reuse those facilities to enable such other LEC to provide service to that End User. In addition, BellSouth may disconnect and reuse facilities when the Service to the End User has been withheld or denied by [REDACTED], or by BellSouth in accordance with the terms of this Agreement, and BellSouth has received a request from an End User or another LEC to establish new or additional service at, or to transfer service to, the same address served by that facility. BellSouth will notify [REDACTED] that such a request has been processed after the order disconnecting [REDACTED] Service to that End User has been completed.

6.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of Services.

6.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e., where BellSouth changes the End User Preferred Interexchange Carrier (PIC) and End User Local Preferred Interexchange Carrier (LPIC) via Customer Account Record Exchange (CARE)),

BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of [REDACTED] for the purpose of obtaining End User billing account and other End User information required under subscription requirements.

- 6.6 PIC and LPIC Charges. When [REDACTED] End User, served utilizing DSO Wholesale Local Voice Platform Services or DSO Wholesale Switch Port Services, changes its PIC or LPIC, and per BellSouth's FCC or state tariff, the IXC elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to [REDACTED], which has the billing relationship with that End User, and [REDACTED] may pass such charge to the End User.

7. **Rates**

Unless otherwise specified herein, charges for the use of BellSouth's Interfaces, and other charges applicable to preordering, ordering, provisioning and maintenance and repair, shall be as set forth in Exhibit C to this Attachment. In the event [REDACTED] modifies the rates or rate structure for use of BellSouth's manual or electronic interfaces in any other agreement with BellSouth, then upon BellSouth's request, [REDACTED] shall amend this Agreement to reflect the same rates or rate structure. In the state of Tennessee, manual service order charges shall apply on a per element, non-recurring basis as identified in Exhibit A of Attachment 1 in lieu of the per LSR manual service order charge set forth in Exhibit C hereto.

### **Guides, Business Rules and Specifications**

**The applicable guides, business rules and specifications are set forth on the BellSouth Interconnection Services web site and include, but are not limited to, the following:**

BellSouth Local Ordering Handbook (LOH)  
CLEC Billing Guide  
CLEC Service Order Tracking System (CSOTS) User Guide  
CLEC Trouble Analysis Facilitation Interface (TAFI) User Guide  
CLEC Universal Service Order Code (USOC) Manual  
Electronic Communications Trouble Administration (ECTA) Start-Up Guide  
Electronic Data Interchange (EDI) Specifications Guide  
Local Exchange Navigation System (LENS) User Guide  
Operational Understanding  
Telecommunications Access Gateway (TAG) User Guide



**Cancellation Charge Percentage Matrix**

Service Description	Cancellation Code	Percentage	Percentage	Percentage	Percentage	Notes
DSO Wholesale Local Voice Platform Services	UEPSR	0%	25%	100%	100%	The order cannot be cancelled because it has been completed. If the [redacted] does not want the service, [redacted] must send an LSR to disconnect the Service.
DSO Wholesale Local Switch Port (Residence)	UEPSB	0%	25%	100%	100%	
DSO Wholesale Local Switch Port (Business)	UEPSP	0%	25%	100%	100%	
DSO Wholesale Local Voice Platform (Residence)	UEPRX	0%	25%	100%	100%	
DSO Wholesale Local Voice Platform (Business)	UEPBX	0%	25%	100%	100%	
DSO Wholesale Local Voice Platform (Coin)	UEPCO	0%	25%	100%	100%	
DSO Wholesale Local Voice Platform (PBX)	UEPPX	0%	25%	100%	100%	

**Note:** The Cancellation Charge is calculated by multiplying all the nonrecurring charges associated with the LSR by the applicable percentage set forth above.

**Abbreviations**

- **AO** = Assignable Order
- **CD** = Completion Date
- **CP** = Completed Order
- **MA** = Missed Appointment
- **PC** = Post Completion
- **PD** = Pending Order
- **PF** = Pending Facilities

SERVICES - Kentucky				Attachment 2	Exhibit A				
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)				
					Rac	Nonrecurring First Addl	Nonrecurring First	Nonrecurring Disconnect Addl	
	<b>SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE</b>								
	Expedite Charge per Circuit or Line Assignable USOC, per Day			SDASP		200.00	0.00	0.00	0.00
	<b>ORDERING INTERFACES - "REGIONAL RATES"</b>								
	Electronic Service Order Charge, Per Local Service Request			SOMEC		3.50	0.00	3.50	0.00
	Manual Service Order Charge, Per Local Service Request (LSR)			SOMAN		7.86	0.00	0.99	0.00

SERVICES - Mississippi				Attachment: 2	Exhibit: A				
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	Pac	RATES (\$)			
						Nonrecurring Firat	Add'l	Nonrecurring Firat	Disconnect Add'l
	<b>SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE</b>			SDASP		200.00	0.00	0.00	0.00
	Expedite Charge per Circuit or Line Assignable USOC, per Day								
	<b>ORDERING INTERFACES - "REGIONAL RATES"</b>			SOMEC		3.50	0.00	3.50	0.00
	Electronic Service Order Charge, Per Local Service Request			SOWAN		15.75	0.00	1.97	0.00
	Manual Service Order Charge, Per Local Service Request (LSR)								

SERVICES - Tennessee										Attachment: 2	Exhibit A	
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)							
					Rec	Nonrecurring Firt	Add'l	Nonrecurring Disconnect Firt	Add'l			
	SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE											
	Expedite Charge per Circuit/Line Assignable USOC, per Day			SDASP		200.00	0.00	0.00				
<b>ORDERING INTERFACES - REGIONAL RATES</b>												
NOTE: Manual Service Order Charge, Per Element - **Please see applicable rate element in ATTI Exhibit A for interface charge												
	Electronic Service Order Charge, Per Local Service Request (LSP)			SOMEC		3.50	0.00	3.50				
	Manual Service Order Charge, Per Element **Please see applicable rate element in ATTI Exhibit A for SOMAN charge**	X		SOMAN								

## **Attachment 3**

### **Billing**

Version: 04/19/2004

Confidential and proprietary. May not be disclosed outside of BellSouth. Subject to Nondisclosure Agreement.

**TABLE OF CONTENTS**

**1. PAYMENT AND BILLING ARRANGEMENTS.....3**

**2. BILLING DISPUTES.....6**

## BILLING

### 1 PAYMENT AND BILLING ARRANGEMENTS

- 1.1 Billing. BellSouth will bill [REDACTED] for Services in CABS Billing Output Specification (CBOS) standard format. BellSouth's billing format may change in accordance with applicable industry standards.
- 1.1.1 Subject to Section 5 of the General Terms and Conditions of this Agreement, BellSouth will render bills each month on established bill days for each of [REDACTED] accounts. If [REDACTED] requests multiple billing media or additional copies of the bills, BellSouth will provide these at the applicable tariff rate.
- 1.1.2 BellSouth will bill [REDACTED] in advance for all Services to be provided during the ensuing billing period except charges associated with Service usage and nonrecurring charges, which will be billed in arrears.
- 1.1.3 BellSouth will not perform billing and collection services for [REDACTED] as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. Unless BellSouth elects otherwise, BellSouth will bill for Services using wholesale billing accounts established by BellSouth pursuant to a separate agreement between the Parties. If BellSouth elects to establish a new account under this Agreement for billing Services, or if [REDACTED] does not have an appropriate wholesale billing account established under a separate agreement with BellSouth, such account shall be established under this Agreement as follows.
- 1.2.1 After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, [REDACTED] will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for the Services described in this Agreement. Such documentation shall include an application for the establishment of accounts, if applicable, proof of authority to provide Telecommunications Services, the appropriate Operating Company Numbers ("OCN") for each state as assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code ("CIC"), Access Customer Name and Abbreviation ("ACNA"), Blanket Letter of Authorization ("LOA"), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, [REDACTED] may not order Services under a new account established in accordance with this Section 1.2.1 until thirty (30) days after all information specified in this Section 1.2.1 is received from [REDACTED]
- 1.3 Company Identifiers. If [REDACTED] needs to change, add to, eliminate or convert its company identifiers, OCN(s), ACNAs and other identifying codes (collectively

Version: 04/19/2004

Confidential and proprietary. May not be disclosed outside of BellSouth. Subject to Nondisclosure Agreement.

“Company Identifiers”) under which it operates when [REDACTED] has already been conducting business utilizing those Company Identifiers, [REDACTED] shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of [REDACTED] End User customer records, and any other changes to BellSouth systems or [REDACTED] records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of [REDACTED]. [REDACTED] shall make payment to BellSouth for all Services billed. BellSouth will not become involved in billing disputes that may arise between [REDACTED] and [REDACTED] End User. [REDACTED] shall pay charges by utilizing wire transfer services or Automatic Clearing House services.
- 1.5 Payment Due. Payment for Services, including charges that are the subject of a billing dispute pursuant to Section 2 hereof, is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.6 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.8, below, shall apply.
- 1.7 Tax Exemption. It is the responsibility of [REDACTED] to provide BellSouth with a tax exemption certificate. Upon BellSouth's receipt of a tax exemption certificate, the total amount billed to [REDACTED] after BellSouth receives the tax exemption certificate will not include those taxes or fees from which [REDACTED] is exempt. [REDACTED] will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the Services provided to the End User of [REDACTED].
- 1.8 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge and interest, where applicable, shall be due to BellSouth. The late payment charge and interest shall be the portion of the payment not received or made immediately available to BellSouth by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be the greater of 1.5% or the factor set forth in Section A2 of the General Subscriber Services Tariff (“GSST”). BellSouth shall assess interest on previously assessed late payment charges where permitted by law. In addition to



any applicable late payment charges, [REDACTED] may be charged a fee for all returned checks at the rate set forth in Section A2 of the GSST for the state in which the Services were provisioned or the maximum amount permitted pursuant to the applicable state law.

1.9 Nonpayment by [REDACTED]

1.9.1 If payment of amounts due pursuant to Section 1.5, is not received in immediately available funds by the bill date in the month after the original bill date, BellSouth will provide written notice to [REDACTED] that additional applications for Services may be refused, that any pending orders for Services may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts that become past due before refusal, incompleteness or suspension, is not received by wire transfer by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by [REDACTED] to receive notices of noncompliance in Section 1.11 that BellSouth may discontinue the provision of existing Services to [REDACTED] if payment of such amounts, and all other amounts that become past due before discontinuance, is not received by wire transfer or cashier's check by the thirtieth (30) day following the date of the initial notice.

1.9.2 Discontinuance of Services on [REDACTED] account will effect a discontinuance of Services to [REDACTED] End Users. [REDACTED] is solely responsible for notifying the End User of the discontinuance of the service. If, within fifteen (15) days after [REDACTED] Services have been discontinued, [REDACTED] pays, by wire transfer or cashier's check, all past due charges, including late payment charges set forth in Exhibit A of Attachment 1 and any applicable restoral charges as set forth in Section A4 of the GSST, then BellSouth will reestablish Services for [REDACTED]. If, within fifteen (15) days after [REDACTED] Services have been discontinued, [REDACTED] has failed to pay all past due charges as described above, then [REDACTED] Services will be disconnected without further notice to [REDACTED]. Upon disconnection of Services, this Agreement shall terminate and all billed charges, as well as applicable damages, shall become due.

1.10 Deposit Policy. [REDACTED] shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by [REDACTED]. Any such security deposit shall in no way release [REDACTED] from its obligation to make complete and timely payments of its bill. [REDACTED] shall pay any applicable deposits prior to the inauguration of Services. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-

1) security interest in [REDACTED] accounts receivables and proceeds. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two (2) months estimated billing. In the event [REDACTED] fails to remit to BellSouth any security deposit requested pursuant to this Section, Services to [REDACTED] may be disconnected in accordance with the terms of Section 1.9 and any security deposits provided hereunder will be applied to [REDACTED] account(s). In the event [REDACTED] fails to remit payment for Services, Services to [REDACTED] will be disconnected in accordance with the terms of Section 1.9 above, and any security deposits will be applied to [REDACTED] account.

- 1.11 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, discontinuance of Services for nonpayment of charges, and rejection of additional orders from [REDACTED], shall be forwarded to the individual and/or address provided by [REDACTED] in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by [REDACTED] as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address. In addition, upon written request from [REDACTED] to BellSouth's billing organization, the separate notice of discontinuance of Services purchased by [REDACTED] under this Agreement, provided for in Section 1.9.1 of this Attachment, shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

## 2 BILLING DISPUTES

- 2.1 [REDACTED] shall electronically submit all billing disputes to BellSouth using the form specified by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if [REDACTED] is not satisfied with BellSouth's resolution of the billing dispute, [REDACTED] must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services website, or the billing dispute shall be considered denied and closed.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by [REDACTED] and must clearly show the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. A billing dispute will not include the refusal to pay all or part of a bill or bills, nor shall a billing dispute include the refusal to pay amounts owed by [REDACTED] until the billing dispute is resolved. Claims by [REDACTED] for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the

Version: 04/19/2004

Confidential and proprietary. May not be disclosed outside of BellSouth. Subject to Nondisclosure Agreement.

billing dispute, in whole or in part, in favor of [REDACTED], any credits and interest due to [REDACTED] as a result thereof shall be applied to [REDACTED] account by BellSouth upon resolution of the billing dispute.

## **Attachment 4**

### **Service Level Commitments (SLCs) for DS0 Wholesale Local Voice Platform Services**

Version: 04/15/2004

Confidential and proprietary. May not be disclosed outside of BellSouth. Subject to Nondisclosure Agreement.

**TABLE OF CONTENTS**

**1. Introduction.....3**

**2. Reporting Methodology .....3**

**3. SLC Methodology .....3**

**4. SLC Performance Metric Definitions.....4**

**5. Calculation of Occurrences and Payment .....5**

**Service Level Commitments (SLCs)  
for DSO Wholesale Local Voice Platform Services**

**1. Introduction**

The SLCs as stated in this Attachment 4 shall become effective and apply to Services ordered during and after the first full calendar month following the Effective Date of the Agreement and shall be applied only to BellSouth's performance with respect to DSO Wholesale Local Voice Platform Services.

**2. Reporting Methodology**

2.1 BellSouth will self-report [REDACTED] service performance data (and BellSouth retail performance data for SLC-4, Maintenance Average Duration) using BellSouth's internal processes to determine performance metrics for DSO Wholesale Local Voice Platform Services. The reporting period for each metric is a full calendar month. [REDACTED] data will be collected and reports will be generated on both a regional and a state specific basis for all metrics. In addition, for SLC-4, Maintenance Average Duration, BellSouth retail data reports will be generated on a BellSouth regional retail aggregate basis. Reports will display all percentages and averages to two decimal points, using standard rounding rules.

2.2 BellSouth will utilize the reports described above to calculate the performance metrics and associated payments, if any, for the reporting period.

**3. SLC Methodology**

The following SLCs, as defined in this Attachment, will be measured in accordance with the terms and conditions herein. Payments for SLCs, as applicable, shall be paid based upon regional data only within the reporting period. SLCs and applicable remedy payments are as follows:

Service Level Commitments	Per Occurrence Payment
FOC Timeliness (<=3 hours): 95%	\$10*
Installation Appointments Met: 98%	\$25*
Repair Appointments Met: 94%	\$25*
Maintenance Average Duration: < BellSouth retail aggregate	\$25**

\* Per missed occurrence below the stated performance objective as described in Section 5

\*\* Per occurrence below the stated performance objective as described in SLC-4 as described in Section 5

#### 4. SLC Performance Metric Definitions

##### 4.1 SLC-1: Firm Order Confirmation (FOC) Timeliness

4.1.1 SLC-1 measures the percentage of Local Service Requests (LSRs) confirmed through the return of a FOC within an interval of three (3) hours or less during the reporting period. The interval for return of a FOC is measured by the elapsed time from receipt of a valid (complete and correct) fully mechanized LSR (date and time stamped in ordering interface gateways) until BellSouth processes the LSR, generates appropriate service orders and returns a FOC to [REDACTED] via ordering interface gateways. When multiple FOCs occur on a single LSR, the first FOC is used to measure the interval.

4.1.2 The following exclusions apply: 1) LSRs that are identified as Projects as defined in BellSouth's Local Ordering Handbook, as amended from time to time; 2) Test Transactions/Records; 3) LSRs cancelled by [REDACTED] prior to a FOC being returned; 4) Scheduled OSS Maintenance; 5) Partially Mechanized LSRs (submitted electronically but processed manually); and 6) Non-Mechanized LSRs (submitted and processed manually).

##### 4.2 SLC-2: Installation Appointments Met

4.2.1 SLC-2 measures the percentage of total completed installation service orders for which BellSouth meets the committed due date for service orders completed in the reporting period. BellSouth is considered to have met the committed due date unless the installation date is later than the committed due date and the missed installation appointment is due to a BellSouth reason. The SLC-2 metric only applies to the first committed due date, regardless of whether subsequent committed due dates are established for the same service order. Calculation of SLC-2 includes service orders requiring dispatches and service orders not requiring dispatches.

4.2.2 The following exclusions apply: 1) Cancelled service orders; 2) Order activities of BellSouth or [REDACTED] associated with internal or administrative use of local services (e.g. Record Orders, Test Orders, etc., which may be order types C, N, R or T); 3) Disconnect orders; and 4) Listing orders.

##### 4.3 SLC-3: Repair Appointments Met

4.3.1 SLC-3 measures the percentage of closed [REDACTED] trouble reports within the reporting period where the service is resolved as repaired by the committed date

and time. Calculation of the metric includes repairs requiring dispatch and repairs not requiring dispatch.

4.3.2 The following exclusions apply: 1) [REDACTED] trouble reports cancelled at [REDACTED] request; 2) BellSouth trouble reports associated with internal or administrative service; 3) Customer (End User) Provided Equipment (CPE) or [REDACTED] equipment troubles; 4) Trouble outside BellSouth's control; and 5) Informational trouble tickets.

4.4 SLC-4: Maintenance Average Duration

4.4.1 SLC-4 measures the average duration of closed [REDACTED] trouble reports compared to closed BellSouth End User trouble reports in the reporting period. The duration of a trouble report starts on the date and time of receipt of a trouble report and stops on the date and time the service is resolved as repaired. Calculation of the metric includes trouble reports requiring dispatches and trouble reports not requiring dispatches.

4.4.2 The following exclusions apply: 1) [REDACTED] trouble tickets cancelled at [REDACTED] request; 2) BellSouth trouble reports associated with internal or administrative service; 3) Customer (End User) Provided Equipment (CPE) or [REDACTED] equipment troubles; 4) Troubles outside BellSouth's control; and 5) Informational trouble tickets.

## 5. Calculation of Occurrences and Payment

The metrics described above shall be calculated and the payments, if any, to [REDACTED] shall be determined as follows:

5.1 For SLC-1, FOC Timeliness:

5.1.1 BellSouth will divide (i) the number of [REDACTED] LSRs submitted for which a FOC is returned within the reporting period within 3 hours by (ii) the total number of [REDACTED] LSRs submitted for which a FOC is returned in the reporting period.

5.1.2 If the resulting quotient in Section 5.1.1 above is .95 or greater, there are no missed occurrences for which payment is due under this Attachment.

5.1.3 In the event that greater than 5% of the FOCs returned within the reporting period exceed the 3-hour interval, then each FOC returned in greater than 3 hours in excess of 5% shall constitute a missed occurrence.

5.1.4 BellSouth shall pay [REDACTED] \$10 for each such missed occurrence.

5.2 For SLC-2, Installation Appointments Met:



- 5.2.1 BellSouth will divide (i) the number of [REDACTED] installation service orders completed within the reporting period on or before the committed due date by (ii) the total number of [REDACTED] installation service orders completed within the reporting period.
- 5.2.2 If the resulting quotient in Section 5.2.1 above is .98 or greater, there are no missed occurrences for which payment is due under this Attachment.
- 5.2.3 In the event that greater than 2% of the completed installation service orders within the reporting period are not completed on or before the committed due date due to BellSouth reasons, then each installation service order not completed on or before the committed due date due to BellSouth reasons in excess of 2% shall constitute a missed occurrence.
- 5.2.4 BellSouth shall pay [REDACTED] \$25 for each such missed occurrence.
- 5.3 For SLC-3, Repair Appointments Met:
- 5.3.1 BellSouth will divide (i) the number of closed [REDACTED] trouble reports within the reporting period that were resolved as repaired by the committed date and time by (ii) the total number of closed [REDACTED] trouble reports within the reporting period that were resolved as repaired.
- 5.3.2 If the resulting quotient in Section 5.3.1 above is .94 or greater, there are no missed occurrences for which payment is due under this Attachment.
- 5.3.3 In the event that greater than 6% of the closed trouble reports within the reporting period were not resolved as repaired by the committed date and time, then each closed trouble report that was not resolved as repaired by the committed date and time in excess of 6% shall constitute a missed occurrence.
- 5.3.4 BellSouth shall pay [REDACTED] \$25 for each such missed occurrence.
- 5.4 For SLC-4, Maintenance Average Duration:
- 5.4.1 BellSouth will add the maintenance duration (as defined in Section 4) of each trouble report received from BellSouth Retail Residence and Business Plain Old Telephone Service (POTS) End Users, and divide that number by the total number of BellSouth Retail Residence and Business POTS End User trouble reports closed during the reporting period to determine the Maintenance Average Duration for BellSouth retail;
- 5.4.2 BellSouth will add the maintenance duration (as defined in Section 4) of each trouble report received from [REDACTED], and divide that number by the total number of [REDACTED] trouble reports closed during the reporting period to determine the Maintenance Average Duration for [REDACTED]

- 5.4.3 If the Maintenance Average Duration for BellSouth retail is equal to or greater than the Maintenance Average Duration for [REDACTED], there are no occurrences for which payment is due under this Attachment.
- 5.4.4 If the Maintenance Average Duration for BellSouth retail is less than the Maintenance Average Duration for [REDACTED], BellSouth shall remove from the metric calculation the number of trouble reports received from [REDACTED] (starting with the longest duration trouble report and proceeding to the next longest duration trouble report) that, when added together and removed from the metric calculation, results in a revised Maintenance Average Duration for [REDACTED] that is equal to or less than the Maintenance Average Duration for BellSouth.
- 5.4.5 Each [REDACTED] trouble report removed from the metric calculation shall constitute an occurrence.
- 5.4.6 BellSouth shall pay [REDACTED] \$25 for each such occurrence.
- 5.5 Performance payments shall not be paid in the event of a Force Majeure condition, as described in the General Terms and Conditions of this Agreement.

**BellSouth  
DSO Services Amendment**

**Contract ID** 80163392  
**(CLEC Name Redacted)**

**Public Inspection Copy #** 15

**Amendment to the Agreement  
Between**

[REDACTED]  
**and  
BellSouth Telecommunications, Inc.  
Dated June 16, 2004**

Pursuant to this Amendment, (the "Amendment"), [REDACTED] ("CUSTOMER"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain DS0 Services Agreement between the Parties dated June 16, 2004 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date").

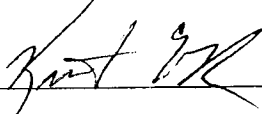
WHEREAS, BellSouth and CUSTOMER entered into the Agreement on June 16, 2004, and;

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

1. The Parties agree to delete the rates for the Subsequent Activity rate element in Exhibit A, of Attachment 1 and replace with the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated June 16, 2004, shall remain in full force and effect.

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

**BellSouth Telecommunications, Inc.**

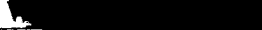
By: 


Name: Kristen Rowe

Title: Director

Date: 


Name: 

Title: 

Date: 

SERVICES - Kentucky										Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE 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							Ordering Interface Rates (\$)
						First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>DS0 WHOLESAL LOCAL SWITCH PORTS - MASS MARKET</b>															
	<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>														
	Subsequent Activity		UEPSR	USAS2	0.00	0.00	0.00								
	<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>														
	Subsequent Activity		UEPSB	USAS2	0.00	0.00	0.00								
	<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>														
	Subsequent Activity		UEPSP	USAS2	0.00	0.00	0.00								
	<b>EXCHANGE PORT RATES (COIN)</b>														
	Subsequent Activity				0.00	0.00	0.00								
<b>DS0 WHOLESAL LOCAL SWITCH PORTS - ENTERPRISE MARKET</b>															
	<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>														
	Subsequent Activity		UEPSR	USAS2	0.00	0.00	0.00								
	<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>														
	Subsequent Activity		UEPSB	USAS2	0.00	0.00	0.00								
	<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>														
	Subsequent Activity		UEPSP	USAS2	0.00	0.00	0.00								
	<b>EXCHANGE PORT RATES (COIN)</b>														
	Subsequent Activity				0.00	0.00	0.00								
<b>DS0 Wholesale Local Voice Platform Services - Mass Market</b>															
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (RES)</b>														
	<b>2-Wire Voice Grade Line Port (Res)</b>														
	<b>ADDITIONAL NRCs</b>														
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2		0.00	0.00								
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (BUS)</b>														
	<b>2-Wire Voice Grade Line Port (Bus)</b>														
	<b>ADDITIONAL NRCs</b>														
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	USAS2		0.00	0.00								
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (RES - PBX)</b>														
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRG	USAS2		0.00	0.00								
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (BUS - PBX)</b>														
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPPX	USAS2		0.00	0.00								
	<b>2-Wire Voice Grade Line Port Rates (COIN)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPCO	USAS2		0.00	0.00								
<b>DS0 Wholesale Local Voice Platform Services - Enterprise Market</b>															
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (RES)</b>														
	<b>2-Wire Voice Grade Line Port (Res)</b>														
	<b>ADDITIONAL NRCs</b>														
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2		0.00	0.00								
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (BUS)</b>														
	<b>2-Wire Voice Grade Line Port (Bus)</b>														
	<b>ADDITIONAL NRCs</b>														
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	USAS2		0.00	0.00								
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (RES - PBX)</b>														
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRG	USAS2		0.00	0.00								
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (BUS - PBX)</b>														
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>														
	<b>ADDITIONAL NRCs</b>														

	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPPX	USAS2		0.00	0.00								
	<b>2-Wire Voice Grade Line Port Rates (COIN)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPCO	USAS2		0.00	0.00								

SERVICES - Mississippi										Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE 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							Ordering Interface Rates (\$)
						First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>DS0 WHOESALE LOCAL SWITCH PORTS - MASS MARKET</b>															
	<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>														
	Subsequent Activity		UEPSR	USAS2	0.00	0.00	0.00								
	<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>														
	Subsequent Activity		UEPSB	USAS2	0.00	0.00	0.00								
	<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>														
	Subsequent Activity		UEPSP	USAS2	0.00	0.00	0.00								
	<b>EXCHANGE PORT RATES (COIN)</b>														
	Subsequent Activity				0.00	0.00	0.00								
<b>DS0 WHOESALE LOCAL SWITCH PORTS - ENTERPRISE MARKET</b>															
	<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>														
	Subsequent Activity		UEPSR	USAS2	0.00	0.00	0.00								
	<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>														
	Subsequent Activity		UEPSB	USAS2	0.00	0.00	0.00								
	<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>														
	Subsequent Activity		UEPSP	USAS2	0.00	0.00	0.00								
	<b>EXCHANGE PORT RATES (COIN)</b>														
	Subsequent Activity				0.00	0.00	0.00								
<b>DS0 Wholesale Local Voice Platform Services - Mass Market</b>															
	<b>DS0 WHOESALE LOCAL VOICE PLATFORM (RES)</b>														
	<b>2-Wire Voice Grade Line Port (Res)</b>														
	<b>ADDITIONAL NRCs</b>														
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2		0.00	0.00								
	<b>DS0 WHOESALE LOCAL VOICE PLATFORM (BUS)</b>														
	<b>2-Wire Voice Grade Line Port (Bus)</b>														
	<b>ADDITIONAL NRCs</b>														
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	USAS2		0.00	0.00								
	<b>DS0 WHOESALE LOCAL VOICE PLATFORM (RES - PBX)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPRG	USAS2		0.00	0.00								
	<b>DS0 WHOESALE LOCAL VOICE PLATFORM (BUS - PBX)</b>														
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPPX	USAS2		0.00	0.00								
	<b>2-Wire Voice Grade Line Port Rates (COIN)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPCO	USAS2		0.00	0.00								
<b>DS0 Wholesale Local Voice Platform Services - Enterprise Market</b>															
	<b>DS0 WHOESALE LOCAL VOICE PLATFORM (RES)</b>														
	<b>2-Wire Voice Grade Line Port (Res)</b>														
	<b>ADDITIONAL NRCs</b>														
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2		0.00	0.00								
	<b>DS0 WHOESALE LOCAL VOICE PLATFORM (BUS)</b>														
	<b>2-Wire Voice Grade Line Port (Bus)</b>														
	<b>ADDITIONAL NRCs</b>														
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	USAS2		0.00	0.00								
	<b>DS0 WHOESALE LOCAL VOICE PLATFORM (RES - PBX)</b>														
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPRG	USAS2		0.00	0.00								
	<b>DS0 WHOESALE LOCAL VOICE PLATFORM (BUS - PBX)</b>														
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPPX	USAS2		0.00	0.00								



	<b>2-Wire Voice Grade Line Port Rates (COIN)</b>														
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPCO	USAS2		0.00	0.00								

SERVICES - Tennessee														Attachment: 1		Exhibit: A	
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l							SOMECS	SOMAN
<b>DS0 WHOESALE LOCAL SWITCH PORTS - MASS MARKET</b>																	
	<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>																
	Subsequent Activity		UEPSR	USAS2	0.00	0.00	0.00					20.35	10.54	13.32	1.40		
	<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>																
	Subsequent Activity		UEPSB	USAS2	0.00	0.00	0.00					20.35	10.54	13.32	1.40		
	<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>																
	Subsequent Activity		UEPSP	USAS2	0.00	0.00	0.00					20.35	10.54	13.32	1.40		
	<b>EXCHANGE PORT RATES (COIN)</b>																
	Subsequent Activity				0.00	0.00	0.00										
<b>DS0 WHOESALE LOCAL SWITCH PORTS - ENTERPRISE MARKET</b>																	
	<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>																
	Subsequent Activity		UEPSR	USAS2	0.00	0.00	0.00					20.35	10.54	13.32	1.40		
	<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>																
	Subsequent Activity		UEPSB	USAS2	0.00	0.00	0.00					20.35	10.54	13.32	1.40		
	<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>																
	Subsequent Activity		UEPSP	USAS2	0.00	0.00	0.00					20.35	10.54	13.32	1.40		
	<b>EXCHANGE PORT RATES (COIN)</b>																
	Subsequent Activity				0.00	0.00	0.00										
<b>DS0 Wholesale Local Voice Platform Services - Mass Market</b>																	
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (RES)</b>																
	2-Wire Voice Grade Line Port (Res)																
	<b>ADDITIONAL NRCs</b>																
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00		
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (BUS)</b>																
	2-Wire Voice Grade Line Port (Bus)																
	<b>ADDITIONAL NRCs</b>																
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00		
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (RES - PBX)</b>																
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
	<b>ADDITIONAL NRCs</b>																
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPRG	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00		
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (BUS - PBX)</b>																
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	<b>ADDITIONAL NRCs</b>																
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPPX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00		
	<b>2-Wire Voice Grade Line Port Rates (COIN)</b>																
	<b>2-Wire Voice Grade Line Port Rates (Coin)</b>																
	<b>ADDITIONAL NRCs</b>																
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPCO	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00		
<b>DS0 Wholesale Local Voice Platform Services - Enterprise Market</b>																	
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (RES)</b>																
	<b>ADDITIONAL NRCs</b>																
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00		
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (BUS)</b>																
	2-Wire Voice Grade Line Port (Bus)																
	<b>ADDITIONAL NRCs</b>																
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00		
	<b>DS0 WHOLESAL LOCAL VOICE PLATFORM (RES - PBX)</b>																

<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>															
<b>ADDITIONAL NRCs</b>															
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPRG	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00
<b>DSO WHOLESALE LOCAL VOICE PLATFORM (BUS - PBX)</b>															
<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>															
<b>ADDITIONAL NRCs</b>															
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPPX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00
<b>2-Wire Voice Grade Line Port Rates (COIN)</b>															
<b>ADDITIONAL NRCs</b>															
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPCO	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00

**BellSouth  
DSO Services Amendment**

**Contract ID** 80165397  
**(CLEC Name Redacted)**

**Public Inspection Copy #** 15

**Amendment to the Agreement  
Between  
[REDACTED]  
and  
BellSouth Telecommunications, Inc.  
Dated June 16, 2004**

Pursuant to this Amendment, (the "Amendment"), [REDACTED] ("CUSTOMER"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain DS0 Services Agreement between the Parties dated June 16, 2004 ("Agreement") to be effective thirty (30) days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and CUSTOMER entered into the Agreement on June 16, 2004, and;

WHEREAS, both Parties agree that an initial New Installation of a DS0 Wholesale Local Voice Platform Service- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Existing Platform Conversion Rate set forth in the Agreement and that any initial New Installation of a DS0 Wholesale Local Voice Platform Service - Residence line provisioned at a location where QuickServe is not available, shall incur the New Installation NRC, First and Additional rates set forth in the Agreement;

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

1. The Parties agree to incorporate into Attachment 1 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated June 16, 2004, shall remain in full force and effect.

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






**BellSouth Telecommunications, Inc.**

By: 

Name: Kristen Rowe

Title: Director

Date: 

SERVICES - Kentucky										Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
<b>DS0 WHOLESALE LOCAL VOICE PLATFORM SERVICES - MASS MARKET</b>															
<b>DS0 WHOLESALE LOCAL VOICE PLATFORM (RES)</b>															
<b>NONRECURRING CHARGES - CONVERSION</b>															
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		10.00								
<b>DS0 WHOLESALE LOCAL VOICE PLATFORM SERVICES - ENTERPRISE MARKET</b>															
<b>DS0 WHOLESALE LOCAL VOICE PLATFORM (RES)</b>															
<b>NONRECURRING CHARGES - CONVERSION</b>															
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		10.00								

SERVICES - Mississippi											Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
<b>DS0 WHOLESALE LOCAL VOICE PLATFORM SERVICES - MASS MARKET</b>															
<b>DS0 WHOLESALE LOCAL VOICE PLATFORM (RES)</b>															
<b>NONRECURRING CHARGES - CONVERSION</b>															
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		10.00								
<b>DS0 WHOLESALE LOCAL VOICE PLATFORM SERVICES - ENTERPRISE MARKET</b>															
<b>DS0 WHOLESALE LOCAL VOICE PLATFORM (RES)</b>															
<b>NONRECURRING CHARGES - CONVERSION</b>															
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		10.00								



SERVICES - Tennessee														Attachment: 1		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First							Add'l	SOMEc
	<b>DS0 WHOLESALE LOCAL VOICE PLATFORM SERVICES - MASS MARKET</b>																
	<b>DS0 WHOLESALE LOCAL VOICE PLATFORM (RES)</b>																
	<b>NONRECURRING CHARGES - CONVERSION</b>																
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		10.00				15.69						
	<b>DS0 WHOLESALE LOCAL VOICE PLATFORM SERVICES - ENTERPRISE MARKET</b>																
	<b>DS0 WHOLESALE LOCAL VOICE PLATFORM (RES)</b>																
	<b>NONRECURRING CHARGES - CONVERSION</b>																
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		10.00				15.69						