

# BELLSOUTH® / CLEC Agreement

**Customer Name: Supra Telecommunications and Information Systems, Inc.**

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# AGREEMENT

between

BellSouth Telecommunications, Inc.

and

Supra Telecommunications and Information Systems, Inc.

Effective Date: July 15, 2002

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## **AGREEMENT**

### **PREFACE**

This Agreement, which shall become effective as of the 15th day of July, 2002, is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra Telecom") a Florida corporation, having an office at 2620 S.W. 27<sup>th</sup> Avenue, Miami, Florida 33133, its successors and assigns and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, its successors and assigns.

### **RECITALS**

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

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, Supra Telecom is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act,

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

### **DEFINITIONS and ACRONYMS**

For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience of reference, Attachment 11 provides a list of acronyms used throughout this Agreement.

### **GENERAL TERMS AND CONDITIONS**

- 1. Provision of Local Service and Unbundled Network Elements**
- 1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to Supra Telecom's network including but not limited to reciprocal compensation, if applicable; (c) certain unbundled Network Elements ("Network Elements") and certain combinations of such unbundled Network Elements ("Combinations"); (d) access to poles, rights of way and conduits; and (e) collocation (resale, interconnection, Network Elements and Combinations, access to rights of way, poles and conduits, and collocation shall collectively be referred to as "Services and Elements"). BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Attachments 1 – 13 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area.
- 1.2 Subject to the requirements of this Agreement, Supra Telecom may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the process provided in Attachment 10. Terminations of any Services or Elements shall be handled pursuant to Section 3 of the General Terms and Conditions of this Agreement.
- 1.3 BellSouth shall not discontinue Services and Elements provided hereunder without the prior written consent of Supra Telecom. Such consent shall not be unreasonably withheld; provided, however, BellSouth may discontinue any telecommunications service available for resale as long as BellSouth provides Supra Telecom prior written notice of intent to discontinue any such service. BellSouth further agrees to make any such service available to Supra Telecom for resale to Supra Telecom's end users who are subscribers of such services from Supra Telecom until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or Supra Telecom end users who may be purchasing any such service.
- 1.4 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any obligation to proceed on a requested change unless and until a

modification to this Agreement is signed by authorized representatives of each Party.

## **2. Term of Agreement**

2.1 When executed by authorized representatives of BellSouth and Supra Telecom, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3.1 of the General Terms and Conditions.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, the Parties agree to commence negotiations for a subsequent agreement (“Subsequent Agreement”) with regard to the terms, conditions and obligations contained in this Agreement.

2.3 If, between one hundred and thirty-five (135) days and one hundred sixty (160) days (pursuant to 47 USC 252 of the Act) of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate the Subsequent Agreement, either Party may petition the Commission to establish appropriate terms and conditions for those unresolved issues pursuant to 47 U.S.C. 252. If the Commission fails to issue an order setting new terms and conditions prior to the expiration of this Agreement, the terms of this agreement shall continue in effect, on a month-to-month basis, at the same terms, conditions and prices as those in effect at the end of the then-current term, until resolved by the Commission. Upon a final decision by the Commission as to the terms of the Subsequent Agreement, the Parties shall execute a Subsequent Agreement in accordance with the Commission’s order, notwithstanding any appeals rights of either Party, and the Parties shall abide by such order and the Subsequent Agreement pending any appeal thereof.

2.4 The Parties must have commenced good faith negotiations within the time period set forth in Sections 2.2 and 2.3 of the Terms and Conditions of this Agreement in order for the Agreement to continue on a month-to-month basis. If such good faith negotiations have not commenced, unless the Parties agree otherwise, the Parties agree to submit the issue of having this Agreement continued on a month-to-month basis to the appropriate Commission. If such a request is made to the Commission, this Agreement will remain in effect on a month-to-month basis until the Commission has ruled.

## **3. Termination of Agreement; Transitional Support**



3.1 Supra Telecom may terminate any Services and Elements provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services and Elements in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, Supra Telecom's liability shall be limited to payment of the amounts due for any terminated Services and Elements provided up to and including the date of termination. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to Supra Telecom or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. Supra Telecom agrees that it may not terminate the entire Agreement pursuant to this section.

3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement.

#### **4. Good Faith Performance**

4.1 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

#### **5. Option to Obtain Services and Elements and Combinations Under Other Agreements**

5.1 BellSouth shall make available and Supra Telecom may elect to adopt pursuant to 47 U.S.C. § 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. § 252. The adopted interconnection, service, or network element shall apply to the same states as such other agreement and for the identical term of such other agreement.

5.2 Supra Telecom may exercise this option by delivering written notice to BellSouth, which may include a proposed amendment to this Agreement to incorporate the prices, terms and conditions, in whole or in part found in the other agreement. The Parties shall amend this Agreement pursuant to this Section within thirty (30) days after the date of such request; provided, however that in the event of a dispute between the Parties regarding the requested adoption, the Parties shall follow the Dispute Resolution Process set forth in this Agreement and the terms of such amendment as ultimately determined through such Dispute Resolution Process shall be deemed effective thirty (30) days following the date of such request.

## **6. Responsibility of Each Party**

6.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

## **7. Governmental Compliance**

7.1 Supra Telecom and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. Supra Telecom and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses

(including reasonable attorneys' fees) that arise out of or result from (i) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. Supra Telecom, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are Supra Telecom's obligation as a provider of telecommunications services to its end users pursuant to this Agreement.

## **8. Responsibility For Environmental Contamination**

- 8.1 Supra Telecom shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that Supra Telecom did not introduce to the affected Work Location so long as Supra Telecom's actions do not cause or substantially contribute to the release of any Environmental Hazard or Hazardous Materials. BellSouth shall indemnify, defend (at Supra Telecom's request) and hold harmless Supra Telecom, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by Supra Telecom's actions.
- 8.2 BellSouth shall in no event be liable to Supra Telecom for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that BellSouth did not introduce to the affected Work Location, so long as BellSouth's actions do not cause or substantially contribute to the release of any Environmental Hazards or Hazardous Materials. Supra Telecom shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that

arise out of or result from (i) any Environmental Hazard or Hazardous Materials that Supra Telecom, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which Supra Telecom is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by BellSouth's actions.

8.3 For purposes of this Section 8, the following terms shall have the following meaning:

8.3.1 "Environmental Hazard" means (1) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of HAZARDOUS MATERIALS has occurred on premises or property that is related to the performance of this Agreement and that such affected material or media is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other political subdivision, agency or instrumentality exercising jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing; or (2) any event involving, or exposure to, HAZARDOUS MATERIALS which poses risks to human health, safety or the environment (including, without limitation, indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in (1);

8.3.2 "Hazardous Materials" means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency ("EPA") under the Comprehensive Environmental, Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601, et seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901, et seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, et seq.; and the following specified substances or materials, that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls ("PCBs"); and (4) radon.

8.3.3 "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

8.3.4 "Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities Supra Telecom or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that Supra Telecom, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

## **9. Regulatory Matters**

9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Supra Telecom shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to Supra Telecom end users contemplated by this Agreement. Supra Telecom shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with Supra Telecom in obtaining and maintaining any required approvals for which Supra Telecom is responsible.

9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with Supra Telecom reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to Supra Telecom its proposed tariff and obtain Supra Telecom's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary

to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for Supra Telecom the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

- 9.3 In the event that any final legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Supra Telecom or BellSouth to perform any material terms of this Agreement, Supra Telecom or BellSouth may, on ninety (90) days' written notice (delivered not later than ninety (90) days following the date on which such action has become legally binding and has otherwise become final without regard to, the Parties rights to appeal) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall follow the dispute resolution procedures set forth in Section 16 of the General Terms and Conditions of this Agreement. To the extent such order involves new or modified rates, the amendment implementing such order shall be deemed effective as to such rates in accordance with the Commission ruling, or in the absence of an ordered effective date, as of the effective date of the order.

**10. DELETED INTENTIONALLY**

**11. Intellectual Property Rights and Indemnification**

- 11.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the Party's name may be reasonably inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 11.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in conjunction with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

- 11.2 Use of Mark. Both Parties are strictly prohibited from any use, including but not limited to in sales and in marketing or advertising of telecommunications services, of any name, trade name, service mark or trademark (collectively, the "Marks") of the other Party. Notwithstanding the foregoing, the Party receiving a service under this Agreement may, as necessary and as the case may be, make oral and factual references to the trade name "BellSouth" or "Supra" in response to a direct individual inquiry from a particular customer or potential customer regarding the source of the underlying service or the identity of a service technician. In addition, either Party may reference the trade name "BellSouth" or "Supra" in comparative advertising so long as the reference is truthful and factual, does not infringe any intellectual property rights of the other Party and otherwise complies with all applicable laws. Further, Supra Telecom's advertising shall not reference BellSouth or BellSouth's network as the source of service provided by Supra Telecom. Marks of each Party shall include those Marks owned directly by either Party or those Marks which either Party has obtained a legal license to use.
- 11.3 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for limited licenses, to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any services solely as provided under this Agreement, or as required by applicable law, no patent, copyright, trademark, trade name or other proprietary right is licensed, granted or otherwise transferred by this Agreement.
- 11.4 BellSouth and Supra Telecom (if and to the extent BellSouth uses Supra Telecom facilities or equipment, including software) warrants that each other may use any facilities or equipment, including software, provided hereunder that contains intellectual property owned or controlled by third parties without being subject to any claims of infringement by such third parties. Each Party further warrants that it will not enter into any licensing agreements with respect to any facilities or equipment, including software, that contain provisions that would disqualify the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. Each Party further warrants that it has not and will not intentionally modify any existing license agreements for any network facilities or equipment, including software, in whole or in part for the purpose of disqualifying the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities or equipment, including software, in either Party's network provide indemnities covering intellectual property liabilities and those

indemnities allow a flow-through of protection to third parties, the indemnified party shall flow those indemnity protections through to the other Party. Finally each Party shall indemnify the other pursuant to the terms of this Agreement, with respect to the other Party's use of intellectual property associated with any new network facilities or equipment, including software, acquisitions.

- 11.5 BellSouth Indemnification. BellSouth will defend Supra Telecom against claims of infringement arising solely from the use by Supra Telecom of Services and Elements and will indemnify Supra Telecom for any damages awarded based solely on such claims in accordance with this Section 11.
- 11.5.1 For purposes of Section 11.4 of this Agreement, BellSouth's obligation to indemnify Supra Telecom shall include the obligation to indemnify and hold Supra Telecom harmless from and against any loss, cost, expense or liability arising out of a claim that Supra Telecom's use, pursuant to the terms of this Agreement, of BellSouth's facilities, equipment or software infringes the intellectual property rights of a third party. Should any such facilities, equipment or software, or any portion thereof, provided by BellSouth hereunder become, or, in BellSouth's reasonable opinion, be likely to become the subject of a claim of infringement, or should BellSouth's use thereof be finally enjoined, then BellSouth shall, at its expense, after consultation with Supra Telecom, (i) procure for Supra Telecom the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.
- 11.6 Supra Telecom Indemnification. Supra Telecom (if and only to the extent Supra Telecom provides BellSouth access to its facilities and equipment, including software) will defend BellSouth against claims of infringement arising solely from the use by BellSouth of Supra Telecom facilities or equipment, including software, and to the extent BellSouth uses Supra Telecom facilities or equipment, including software, and will indemnify BellSouth for any damages awarded based solely on such claims in accordance with this Section 11.
- 11.6.1 For purposes of Section 11.5 of this Agreement, Supra Telecom's obligation to indemnify BellSouth shall include the obligation to indemnify and hold BellSouth harmless from and against any loss, cost, expense or liability arising out of a claim that BellSouth's use, pursuant to the terms of this Agreement, of Supra Telecom facilities or



equipment, including software, infringes the intellectual property rights of a third party. Should any such facilities or equipment, including software, or any portion thereof, provided by Supra Telecom hereunder become, or, in Supra Telecom's reasonable opinion, be likely to become the subject of a claim of infringement, or should Supra Telecom's use thereof be finally enjoined, then Supra Telecom shall, at its expense, after consultation with BellSouth, (i) procure for BellSouth the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

- 11.7 In the event that the provisions of Section 11.4.1 or Section 11.5.1 of this Agreement are unreasonable for the indemnifying party to perform, then the indemnified party shall have the right, in its sole discretion, to waive its indemnification rights under either Section 11.4 or Section 11.5 of this Agreement or to terminate the portion of the Agreement, upon thirty (30) days written notice, solely with respect to the facilities or equipment, including software, provided through the use of the infringing facilities or equipment, including software.
- 11.8 The Party providing access to its facilities or equipment, including software, will inform the other Party of any pending or threatened intellectual property claims of which it is aware and will provide to the other Party periodic and timely updates of such notification, as appropriate, so that the other Party receives maximum notice of any intellectual property risks that it may want to address.
- 11.9 In no event shall either Party be responsible for obtaining any license or right to use agreement associated with any facilities or equipment, including software, by either Party.
- 11.10 Exception to Obligations. Both Parties' obligations under this Section shall not 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.

11.11 Exclusive Remedy. The foregoing shall constitute the 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.

**12. Audits and Inspections**

12.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in this Section 12 shall apply.

12.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Supra Telecom may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing; such audit to be in accordance with applicable Generally Accepted Auditing Standards. Supra Telecom may request to review any documents or records legitimately related to its billing regardless of whether or not Supra Telecom may have received such documentation or records previously. Supra Telecom may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

12.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Supra Telecom in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution procedures described in Section 16 of the General Terms and Conditions.

12.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

12.1.4 Supra Telecom may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by Supra Telecom for Services and Elements or Combinations provided during the period covered by the audit.

- 12.1.5 Audits shall be at Supra Telecom's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Supra Telecom hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.
- 12.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to Supra Telecom or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Supra Telecom the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 12.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.
- 12.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions.
- 12.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

### **13. Performance Measurement**

- 13.1 Performance Measurements, Enforcement Measurements and any applicable enforcement mechanisms shall be as set forth in Attachment 9, incorporated herein by this reference.

- 13.2 BellSouth shall provide telecommunications services pursuant to Attachment 1 to Supra Telecom for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides these services to others, including end users.
- 13.3 BellSouth shall provide, for the facilities and equipment of Supra Telecom, interconnection with BellSouth's network that is at a level of quality that is equal to that which BellSouth provides itself, a subsidiary, an affiliate, or any other third party.
- 13.4 To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element, provided to Supra Telecom by BellSouth shall be at least equal in quality to that which BellSouth provides to itself.

**14. Force Majeure**

- 14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, strikes, labor disputes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations or any other noncompliance with applicable laws, rules and regulations by either Party. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.
- 14.2 Notwithstanding Section 14.1 of this Agreement, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omission of a Party's subcontractors, material persons, suppliers or other third persons providing products or services to such Party unless: (i) there is a Force Majeure condition that affects the performance of said subcontractors, material persons, suppliers or other third persons, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the

foregoing, this Section 14 shall not excuse failure or delays where either Party is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

**15. Certain Federal, State and Local Taxes**

15.1 Definition. For purposes of this Section 15, 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 on, or sought to be imposed, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 Taxes And Fees Imposed Directly On Either Seller Or Purchaser

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

15.2.2 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.

15.3 Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller

15.3.1 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.

15.3.2 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, to the extent permitted by Applicable law, 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.

15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, 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 lawfully due, 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 the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue and control the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. 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.

- 15.3.4 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 or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.3.5 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.
- 15.3.6 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 thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.3.7 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.
- 15.4 Taxes And Fees Imposed On Seller But Passed On To Purchaser
  - 15.4.1 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.

- 15.4.2 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, to the extent permitted by Section 15 with respect to the billing of services provided hereunder, 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.
- 15.4.3 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 and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.
- 15.4.4 If, after consultation in accordance with the preceding Section 15.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the Dispute Resolution Process outlined in Section 16 of the General Terms and Conditions of this Agreement. Utilization of the Dispute Resolution Process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision

rendered in the contest with the imposing authority shall control as to such issues.

15.4.5 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 with the imposing authority, 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

15.4.6 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.

15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee which purchasing party elects to contest or which purchasing party provides written authorization for the providing party to undertake on behalf of the purchasing party.

15.4.8 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.

## 15.5 Mutual Cooperation

15.5.1 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. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.



**16. Dispute Resolution Process**

16.1 The appropriate forum for the resolution of disputes arising out of this Agreement is before the Florida Public Service Commission. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

**17. Notices**

17.1 Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to Supra Telecom:

Olukayode Ramos  
Supra Telecom  
2620 SW 27<sup>th</sup> Avenue  
Miami, FL 33133

If to BellSouth:

CLEC Account Team  
9<sup>th</sup> Floor  
600 North 19<sup>th</sup> Street  
Birmingham, AL 35203  
Assistant Vice President  
Supra Telecom Account Team

General Attorney-Commercial Unit  
BellSouth  
Legal Department  
675 W. Peachtree St., Suite 4300  
Atlanta, GA 30375

17.2 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

**18. Confidentiality and Proprietary Information**

- 18.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Services and Elements placed by Supra Telecom pursuant to this Agreement, and information that would constitute Customer Proprietary Network pursuant to the Act and the rules and regulations of the Federal Communications Commission, and recorded usage data as described elsewhere in this Agreement, whether disclosed by Supra Telecom to BellSouth or otherwise acquired by BellSouth in the course of the performance of this Agreement, shall be deemed Confidential Information of Supra Telecom for all purposes under this Agreement.
- 18.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.
- 18.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- 18.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

18.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

18.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.

18.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.

18.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

## 19. **Branding**

19.1 Supra Telecom shall provide the exclusive interface to Supra Telecom end users, except as Supra Telecom shall otherwise specify. In those instances where Supra Telecom requires BellSouth personnel or systems to interface with Supra Telecom end users, such personnel shall identify themselves as representing Supra Telecom, and shall

not identify themselves as representing BellSouth. Except for material provided by Supra Telecom, all forms, business cards or other business materials furnished by BellSouth to Supra Telecom end users shall be subject to Supra Telecom's prior review and approval. In no event shall BellSouth, acting on behalf of Supra Telecom pursuant to this Agreement, provide information to Supra Telecom local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for Supra Telecom to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets Supra Telecom's branding requirement. For installation and repair services, Supra Telecom agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). Supra Telecom will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify Supra Telecom of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute Supra Telecom's Leave Behind Material.

## **20. Directory Listings Requirements**

20.1 BellSouth shall make available to Supra Telecom, for Supra Telecom subscribers, non discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the following terms and conditions. In no event shall Supra Telecom subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 BellSouth has delegated certain authority to its affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO"), and has required BAPCO to carry out certain BellSouth obligations imposed by the Act regarding the publication of directories. BellSouth shall maintain the Directory Listings database, which includes Supra Telecom's end users' directory listing information, used by BAPCO in publishing such directories.

20.1.1.1 White Pages Basic Directory Listings. BellSouth shall publish in all BellSouth's white pages Directories at no charge to Supra Telecom or any Supra Telecom Customer one white pages basic Directory Listing for each Supra Telecom Customer for all of such Customer's phone numbers located in the geographic region covered by any white pages Directory. Notwithstanding the foregoing, BellSouth shall not publish

any white pages basic Directory Listing for any Supra Telecom Customer whose Directory Listing has been identified as non-published. Supra Telecom will be required to provide to BellSouth the names, addresses and telephone numbers of all Supra Telecom end users that wish to be omitted from directories.

- 20.1.1.2 Enhanced White Pages Listings. Where BellSouth offers to publish, at no charge, in its white pages directory Enhanced White Pages Listings to its retail customers, BellSouth shall publish such listings, at no charge and under the same terms and conditions, for Supra Telecom for its end users. Where BellSouth charges its retail customers for Enhanced White Pages Listings, BellSouth shall publish such listings under the same terms and conditions to Supra Telecom for its Customers at the applicable wholesale discount set forth in Attachment 1.
- 20.1.1.3 Yellow Pages Basic Directory Listings. Where BellSouth offers to publish in its Yellow Pages Directory free Yellow Pages listings to its retail end users, BellSouth shall publish such listings, at no charge and under the same terms and conditions to Supra Telecom for its end users. Where BellSouth charges business customers for Yellow Pages basic Directory Listings, BellSouth shall provide one Yellow Pages basic Directory Listing for each Supra Telecom end user, who subscribes to business services, at BellSouth tariffed rates at the applicable wholesale discount set forth in Attachment 1. BellSouth shall not provide "lead" information on Supra Telecom end users to its Yellow Pages directory publishing Affiliate without written permission from Supra Telecom.
- 20.1.2 Treatment of Directory Listings. BellSouth shall treat all Directory Listings with the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Supra Telecom's end user proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings. Directory Listings of Supra Telecom Customers shall be alphabetically commingled with the Directory Listings of all other telecommunications carriers, including BellSouth. All Directory Listings published by BellSouth will be as accurate and complete as BellSouth's own listings or those of its Affiliates.
- 20.1.3 Reserved Rights. Supra Telecom reserves the right to withhold Directory Listing information from BellSouth if BellSouth charges Supra Telecom a rate for inclusion of Supra Telecom's unlisted numbers in the BellSouth directory databases exceeding the BellSouth retail tariffed charge for unlisted numbers.

## 20.2 Directory Listings Database

20.2.1 Maintenance. BellSouth shall maintain a Directory Listings database that shall include the directory listings of BellSouth, Supra Telecom and any other carrier for whom BellSouth has agreed to publish Directory Listings. Supra Telecom and BellSouth shall cooperate to ensure that Directory Listing information relating to Supra Telecom end user is delivered to BellSouth and reflected in such database in a timely and accurate manner (and in no event in a manner that is less timely or accurate than the manner in which BellSouth's Directory Listings database is updated for information relating to BellSouth's end user). Data should be generated from the local service order process and other data feeds for facility-based carriers and should be subject to the same rigorous edits that are applied to BellSouth local service orders; provided, however that such edits shall not affect the provisioning of the services ordered. BellSouth shall use all commercially reasonable efforts to maintain the Directory Listings database in good order. BellSouth shall advise Supra Telecom as soon as possible, but in no event fewer than six (6) months in advance, of any changes in the maintenance of the Directory Listings database or any mechanisms or interfaces, whether industry standard or not, pursuant to which BellSouth will provide Directory Listings to Supra Telecom.

20.2.2 Third Party Access to Directory Listings Database. Supra Telecom authorizes BellSouth to provide Directory Listings of Supra Telecom end user to third parties on terms and conditions that comport with the Communications Act and the relevant FCC rules and orders and on the same terms and conditions applicable to the release of Directory Listings of BellSouth end users to third parties. This data shall not be used for any other purpose than publishing a directory.

20.2.3 Co-operation. Supra Telecom and BellSouth agree to co-operate in good faith to resolve any issue regarding a Directory Listing raised by an Supra Telecom end user (e.g., publication of a nonpublished Directory Listing, etc.) Upon request by either party, Supra Telecom and BellSouth will in good faith mutually develop a process for escalating and resolving such issues.

## 21. Insurance Requirements

21.1 At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars

(\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000 ). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

## **22. Costs and Rates**

22.1 Except as otherwise specifically stated in this Agreement, or any FCC or Commission order or rules, each Party shall be responsible for its costs and expenses in complying with its obligations under this Agreement.

22.2 Where the Commission has established rates for the network elements and services described in this Agreement, rates shall be those established by the Commission. For those network elements and services for which rates have not been established by the Commission, the Parties shall negotiate a rate for such network elements or services. If the Parties cannot agree on a rate, the rate shall be BellSouth's tariff rate. The rate shall not be subject to true up unless the Parties agree otherwise.

## **23. Disaster Recovery**

23.1 The Parties will comply with the Disaster Recovery Plan set forth in Attachment 13 of this Agreement.

## **24. Miscellaneous**

### **24.1 Delegation or Assignment**

24.1.1 BellSouth may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Supra Telecom which will not be unreasonably withheld. Notwithstanding the foregoing, BellSouth may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of Supra Telecom to a 100 percent owned Affiliate company of BellSouth if such Affiliate provides wireline communications, provided that the performance of any such assignee is guaranteed by the assignor. Any prohibited assignment or delegations shall be null and void. In the event any affiliate of Supra Telecom desires to enter into an Interconnection Agreement with BellSouth, such affiliate may negotiate a separate agreement with

BellSouth or adopt any filed and approved Interconnection Agreement pursuant to Section 252(i) of the Act.

24.2           **Subcontracting**

24.2.1        If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliate. In entering into any contract, subcontract or other agreement for the performance of any obligation under this Agreement, the Party shall not enter into any agreement that it would not enter into if the supplier was performing services directly for said Party. Neither Party will allow its subcontractors to place liens against the property of the other Party or any end user's property. If such a lien is filed by a subcontractor, the Party engaging such subcontractor shall arrange to have such lien removed within ten (10) days.

24.3           **Nonexclusive Remedies**

24.3.1        Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

24.4           **No Third-Party Beneficiaries**

24.4.1        Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

24.5           **Referenced Documents**

24.5.1        Whenever any provision of this Agreement refers to a technical reference, technical publication, Supra Telecom Practice, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Supra Telecom Practice, BellSouth Practice, or publication of industry standards (unless Supra



Telecom elects otherwise). Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Section 16 of the General Terms and Conditions of this Agreement. With respect to any guides, references or practices developed by either Party, in the event of a conflict between this Agreement and such guides, references or practices, this Agreement controls.

**24.6 Applicable Law**

24.6.1 To the extent any provisions of this Agreement are subject to the jurisdiction of the FCC, applicable federal rules and regulations shall govern those provisions. To the extent any provisions of this Agreement are subject to the jurisdiction of the state Commission, applicable Commission rules and regulations shall govern those provisions. All other provisions of this Agreement, including general contract provisions, shall be governed by the laws of the State of Georgia.

**24.7 Amendments or Waivers**

24.7.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

**24.8 Severability**

24.8.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

24.9 **Entire Agreement**

24.9.1 This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

24.10 **Survival of Obligations**

24.10.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

24.11 **Executed in Counterparts**

24.11.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

24.12 **Headings of No Force or Effect**

24.12.1 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.

24.13 **Notice of Network Changes**

24.13.1 BellSouth shall comply with the requirements of 47 C.F.R. § 51.325, et seq., regarding notice to Supra Telecom of any network change that will affect Supra Telecom's performance or ability to provide service or that will affect BellSouth's interoperability with Supra Telecom. This section shall be construed in accordance with the obligations contained within 47 C.F.R. § 51.325, et seq.

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

24.14.1 To the extent technically feasible, BellSouth maintains call detail records for Supra Telecom end users for limited time periods and can respond to subpoenas and court ordered requests for this information.

BellSouth shall maintain such information for Supra Telecom end users for the same length of time it maintains such information for its own end users.

24.14.2 Supra Telecom agrees that BellSouth will 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 Supra Telecom end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

24.14.3 Where BellSouth is providing to Supra Telecom telecommunications services for resale or providing to Supra Telecom the local switching function, then Supra Telecom agrees that in those cases where Supra Telecom receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Supra Telecom end users, if Supra Telecom does not have the requested information, Supra Telecom will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

24.14.4 In all other instances, Supra Telecom will provide Supra Telecom end user and/or other customer information that is available to Supra Telecom in response to subpoenas and court orders for their own end user records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Supra Telecom end users, BellSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to Supra Telecom.

24.15 **Filing of Agreement**

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

24.15.2 BellSouth shall develop the capability to post on its web site any BellSouth interconnection agreement between BellSouth and any third party, and shall post such agreements no later than five days after the approval of such agreement with the Commission. The format of the posted agreements will permit downloading and saving of any posted interconnection agreement.

24.16 **Other Proceedings**

24.16.1 Upon written request by Supra Telecom, BellSouth agrees to negotiate rates, (if appropriate), terms and conditions to incorporate into this Agreement any obligation or commitment regarding interconnection, resale or access to Network Elements made by BellSouth to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding BellSouth's obligations under the Act, including 47 U.S.C. § 271 thereunder. Any amendment shall incorporate only those terms, obligations and commitments made to the Governmental Body, and any ancillary or related terms which do not negate or impair the terms of the obligation or commitment to the Governmental Body. If the Parties cannot reach an agreement regarding the rates, terms and conditions, either Party may, within sixty (60) days after receipt of the request from Supra Telecom, petition the state regulatory commission for resolution of the issue(s). The language to be negotiated and incorporated within this Agreement will be effective consistent with the effective date of the commitment or obligation made by BellSouth to the Governmental Body or as the Parties may otherwise mutually agree. Supra Telecom's rights pursuant to this Section 24.16.1 shall be cumulative with, and not in lieu of or in limitation of, any other rights provided to Supra Telecom under this Agreement.

25. **Reservation of Rights**

25.1 Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

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

SUPRA TELECOMMUNICATIONS AND  
INFORMATION SYSTEMS, INC.

BELLSOUTH  
TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1**

**Resale**

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## **RESALE**

### **1. DISCOUNT RATES**

- 1.1 Services available for Resale shall include all telecommunications services offered by BellSouth to parties other than telecommunications carriers, on a retail basis consistent with Section 251 (c)(4)(A) of the Act and 47 CFR 51.607(b), regardless of the particular tariff or other method by which such Telecommunications Services are offered. The discount applied to Supra's purchase of BellSouth telecommunications services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The discount shall be applied to the retail rate for the telecommunications service purchased by Supra.
- 1.2 At the request of Supra and pursuant to the requirements of the Act, Supra may resell the telecommunications services of BellSouth that BellSouth offers at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

### **2. DEFINITION OF TERMS**

- 2.1 ALTERNATE LOCAL EXCHANGE COMPANY ("ALEC") is as defined in the Florida Statutes.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; and payment in full of charges incurred.
- 2.3 DEPOSIT means assurance provided by a Customer of Record in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing

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services or combining a new function, feature or capability with an existing service.

- 2.6 RESALE means an activity wherein an ALEC, such as Supra Telecom, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.
- 2.7 SPECIAL ASSEMBLY means an offering of special equipment and arrangements mutually agreed upon by the Parties and not otherwise provided for in the General Subscribers Services Tariff. Such arrangements may be furnished if they are in accord with authorized service offerings, and used in connection with and not detrimental to any of the services furnished by BellSouth. A Special Assembly may be provided when the nature and magnitude of the provision is sufficient to impose the need for specific customer pricing.

### **3. GENERAL PROVISIONS**

- 3.1 At the request of Supra Telecom and pursuant to the requirements of the Act, Supra Telecom may resell the telecommunications services of BellSouth that BellSouth offers at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference. Supra Telecom may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
- 3.1.1 Supra Telecom must resell services to other end users;
- 3.1.2 Supra Telecom must order services through resale interfaces, i. e., the Local Carrier Service Center ("LCSC") and/or appropriate Resale Account Teams pursuant to Attachment 7 of this Agreement, incorporated herein by this reference; and
- 3.1.3 Supra Telecom cannot be an ALEC for the single purpose of selling to itself.
- 3.2 The provision of services by BellSouth to Supra Telecom does not constitute a joint undertaking for the furnishing of any service.
- 3.3 Supra Telecom will be the Customer of Record for all telecommunications services purchased from BellSouth for the

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purpose of resale. Except as specified herein, BellSouth will take orders from, bill and expect payment from Supra Telecom for said services.

- 3.4 Supra Telecom will be BellSouth's single point of contact for all services purchased pursuant to this Attachment 1. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.5 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. Subject to Section 222 of the Act, BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Supra Telecom. BellSouth will not delay conversion of end users to Supra Telecom as a result of the end users subscription to services not available for resale, provided that Supra Telecom complies with appropriate ordering processes as set forth in the appropriate BellSouth ordering guides.
- 3.6 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.7 Current telephone numbers may normally be retained by end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. Supra Telecom has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, solely in accordance with BellSouth's practices and procedures and on a non-discriminatory basis.
- 3.8 For the purpose of the resale of BellSouth's telecommunications services by Supra Telecom, BellSouth will provide Supra Telecom with an on line access to telephone numbers pursuant to Attachment 5, Sections 1.2 and 1.3, incorporated herein by this reference.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

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- 3.10 BellSouth accepts no responsibility to any person for any unlawful act committed by Supra Telecom or its end users as part of providing service to Supra Telecom for purposes of resale or otherwise.
- 3.11 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
  - 3.11.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or
  - 3.11.2 Impair the privacy of any communications.
- 3.12 If Supra Telecom utilizes a BellSouth resold telecommunications service in a manner other than which the service was originally intended as described in BellSouth's retail tariffs, Supra Telecom has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.13 Facilities and/or equipment utilized by BellSouth to provide service to Supra Telecom remain the property of BellSouth.
- 3.14 White page directory listings will be provided in accordance with Section 20 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 3.15 BellSouth provides electronic access to customer record information pursuant to Attachment 7, incorporated herein by this reference. Customer record information includes customer specific information in the Customer Record Information System ("CRIS") and the Regional Street Address Guide ("RSAG"). Supra Telecom agrees not to view, copy, or otherwise obtain access to the customer record information of any end user without that end user's permission, and further agrees that Supra Telecom will obtain access to customer record information only in strict compliance with all applicable state and federal laws, rules and regulations.
- 3.16 Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record information and placing local service requests shall be as set forth in Exhibit A, attached hereto and incorporated herein

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by this reference. No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces utilized by Supra Telecom are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.

- 3.16.1 Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by Supra Telecom. BellSouth may only charge manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives.
- 3.17 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
  - Call Forward on Busy/Don't Answer ("CF-B/DA")
  - Call Forward on Busy ("CF/B")
  - Call Forward Don't Answer ("CF/DA")
- 3.18 Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package, available on BellSouth's website, shall be made available for resale without the wholesale discount.
- 3.19 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 If Supra Telecom requests a Special Assembly, Supra Telecom agrees to pay the costs incurred by BellSouth for providing the requested Special Assembly. The costs will be provided to Supra Telecom prior to providing the service. Such costs could include both recurring and non-recurring charges and shall exclude any costs

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attributable to any marketing, billing, collection or other costs that will be avoided by BellSouth in providing the service to Supra Telecom.

- 3.21 Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to Supra where Supra is a subscriber to local switching or where Supra is a reseller of BellSouth telecommunications services. This charge will not be discounted.
- 3.22 BellSouth agrees to notify Supra Telecom electronically of any changes in the terms and conditions under which it offers telecommunications services to end users who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least forty-five (45) days prior to the effective date of any such change, whichever is earlier. Supra Telecom recognizes that certain revisions may occur between the time BellSouth notifies Supra Telecom of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify Supra Telecom of such revisions consistent with BellSouth's internal notification process but Supra Telecom accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by Supra Telecom unless caused by the intentional misconduct of BellSouth for the purposes of this Section. The notification given pursuant to this Section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth's filing of any such changes. Any change requiring modifications to BellSouth's electronic interface will be as set forth in Section 1.5 of Attachment 7, incorporated herein by this reference. The notification given pursuant to this Section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth's filing of any such changes.
- 3.23 BellSouth shall provide 911/E911 for Supra Telecom end users in the same manner that it is provided to BellSouth end users. BellSouth shall provide and validate Supra Telecom end users information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the Supra Telecom end users service information in the ALI/DMS data base (Automatic Location Identification/Database Management System) used to support 911/E911 services.

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- 3.24 BellSouth and Supra Telecom shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and Supra Telecom shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.
- 3.25 Pursuant to 47 CFR Section 51.617, BellSouth will bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge) identical to the end user common line charges BellSouth bills its end users. The end user common line charges shall not be discounted. Supra in turn may bill its end users Supra's end user common line charges.
- 3.26 In general, BellSouth will not become involved in disputes between Supra Telecom and Supra Telecom's end users over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Supra Telecom shall contact the designated service center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Supra Telecom to resolve the matter in as timely a manner as possible. Supra Telecom may be required to submit documentation to substantiate the claim.

#### **4. BELLSOUTH'S PROVISION OF SERVICES TO SUPRA TELECOM**

- 4.1 Supra Telecom agrees that its resale of BellSouth services shall be as follows:
- 4.1.1 No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for a restriction on the resale of cross-class selling and reasonable, nondiscriminatory and narrowly tailored terms, conditions and limitations in the underlying BellSouth tariffs.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider ("IPP") customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in

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the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Supra Telecom to establish compliance with the terms and conditions set forth above. Such audit shall not occur more than once in a calendar year. Supra Telecom shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
- 4.1.4 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services unless specifically provided for in BellSouth's retail tariffs.
- 4.1.5 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature.
- 4.1.6 BellSouth will provide Supra Telecom with at least the capability to provide a Supra Telecom end user the same experience as BellSouth provides its own end users with respect to all resold services. The capability provided to Supra Telecom by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures, whichever is the higher standard.
- 4.1.7 Where Supra Telecom provides service to customers via resale of BellSouth services, BellSouth shall not be required to notify Supra Telecom of its intent to provision DAML equipment on Supra Telecom customer lines, as long as it will not impair the voice grade service being provisioned by Supra Telecom to its customers.
- 4.2 **CLASS and Custom Features Requirements**
  - 4.2.1 Supra Telecom may purchase the entire set of CLASS and custom features and functions, or a subset of any one or any combination of such features, on an end user-specific basis, without restriction on the minimum or maximum number of lines and features that may be purchased for any one level of service to the extent such restrictions do not apply to BellSouth's retail end users.

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**4.3 Voluntary Federal Customer Financial Assistance Programs**

4.3.1 Local telecommunications services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth end user eligible for the Voluntary Federal Customer Financial Assistance Program, or other similar state programs, chooses to obtain local service from Supra Telecom, BellSouth shall forward available information regarding such end user's eligibility to participate in such programs to Supra Telecom, in electronic format in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

**4.4 Hospitality Service**

4.4.1 BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.

**4.5 Blocking Service**

4.5.1 BellSouth shall provide call blocking of 700, 900, and 976 services individually or in any combination upon request, including bill to third party and collect calls from Supra Telecom on a line, trunk, or individual service basis at parity with what BellSouth provides its end users.

**4.6 Routing to Directory Assistance, Operator and Repair Services**

4.6.1 BellSouth shall make available to Supra Telecom the ability to route calls utilizing the customized or compatible signaling protocol:

4.6.1.1 Local Directory Assistance calls (411, (NPA) 555-1212) dialed by Supra Telecom end users directly to the Supra Telecom directory assistance services platform;

4.6.1.2 Local operator services calls (0+, 0-) dialed by Supra Telecom end users directly to the Supra Telecom local operator services platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the Supra Telecom local operator services platform, using standard operator services dialing protocols of 0+ or 0-; and

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- 4.6.1.3 Repair calls (e.g., 611) dialed by Supra Telecom end users directly to the Supra Telecom repair center.
- 4.6.2 All routing shall permit Supra Telecom end users to dial the same telephone numbers for Supra Telecom directory assistance, local operator service and repair that similarly situated BellSouth end users dial for reaching equivalent BellSouth services.
- 4.6.3 BellSouth branding is the default service level.
  - 4.6.3.1 Unbranding, custom branding, and self-branding require Supra Telecom to order customized routing for each originating BellSouth end office identified by Supra Telecom. Rates for customized routing are set forth in Exhibit C of this Attachment, incorporated herein by this reference.
  - 4.6.3.2 Custom branding and self-branding require Supra Telecom to order dedicated trunking from each BellSouth end office identified by Supra Telecom, to either the BellSouth Traffic Operator Position System ("TOPS") or Supra Telecom operator service provider. Rates for trunks are set forth in applicable BellSouth tariffs, or Exhibit A of Attachment 2, incorporated herein by this reference.
  - 4.6.3.3 Unbranding – Unbranded directory assistance and/or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Supra Telecom to the BellSouth TOPS. These calls are routed to "no announcement."
- 4.7 **Busy Line Verification and Emergency Line Interrupt**
  - 4.7.1 Where BellSouth does not route operator services traffic to Supra Telecom's platform, BellSouth shall perform BLV/ELI for Supra Telecom on resold BellSouth lines. Where BellSouth routes operator services traffic to Supra Telecom's platform, BellSouth shall provide BLV/ELI services when requested by Supra Telecom operators.
- 4.8 **Directory Assistance and Operator Services**
  - 4.8.1 Where BellSouth provides directory assistance service on behalf of Supra Telecom, it shall be at the same level of directory assistance service available to BellSouth end users. If requested by Supra Telecom, BellSouth will provide Supra Telecom directory assistance service under the Supra Telecom brand. Where not technically feasible, such calls will be unbranded.

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- 4.8.2 Where BellSouth provides operator services on behalf of Supra Telecom, it shall be at the same level of service available to BellSouth end users. BellSouth will provide service in accordance with all applicable state requirements for operator services.
- 4.8.3 Upon request, BellSouth agrees to provide Supra Telecom operator services branded as a Supra Telecom call. Where not technically feasible, such calls will be unbranded.
- 4.8.4 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Supra Telecom end users:
  - 4.8.4.1 Instant credit on calls, as provided to BellSouth end users; and
  - 4.8.4.2 Routing of calls to Supra Telecom when requested via existing Operator Transfer Service ("OTS").

**5. MAINTENANCE OF SERVICES**

- 5.1 Supra Telecom and BellSouth will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding set forth on BellSouth's web site regarding maintenance and installation of service.
- 5.2 Services resold pursuant to this Attachment 1 shall be maintained by BellSouth.
- 5.3 Supra Telecom or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 BellSouth will bill Supra Telecom for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail end users for the same services.
- 5.5 BellSouth reserves the right to contact Supra Telecom's end users on Supra Telecom's behalf, if deemed necessary, for maintenance purposes.
- 5.6 BellSouth shall ensure that all BellSouth representatives who receive inquiries regarding Supra Telecom services when providing services

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on behalf of Supra Telecom: (i) refer such inquiries to Supra Telecom at a telephone number provided by Supra Telecom; (ii) provide Supra Telecom supplied telephone numbers to callers who inquire about Supra Telecom services or products; (iii) do not in any way disparage or discriminate against Supra Telecom, or its products or services; and (iv) do not provide information about BellSouth products or services.

**6. ANNOYANCE CALLS**

- 6.1 BellSouth will continue to process calls made to the annoyance call center and will advise Supra Telecom when it is determined that annoyance calls are originated from one of its end user's locations. BellSouth shall be indemnified, defended and held harmless by Supra Telecom and/or the end user against any claim, loss or damage arising from providing this information to Supra Telecom. It is the responsibility of Supra Telecom to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

**7. LINE INFORMATION DATABASE ("LIDB")**

- 7.1 The Parties' agreement relating to LIDB storage is included in Exhibit A to Attachment 6 of this Agreement, incorporated herein by this reference.

**8. RAO HOSTING**

- 8.1 The Parties' agreement relating to RAO Hosting is included in Exhibit B to Attachment 6 of this Agreement, incorporated herein by this reference.

**9. OPTIONAL DAILY USAGE FILE ("ODUF")**

- 9.1 The Parties' agreement relating to ODUF is included in Exhibit C to Attachment 6 of this Agreement, incorporated herein by this reference.

**10. ENHANCED OPTIONAL DAILY USAGE FILE ("EODUF")**

- 10.1 The Parties' agreement relating to EODUF is included in Exhibit D of Attachment 6 of this Agreement, incorporated herein by this reference.

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### APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Supra Telecom for the purposes of resale to Supra Telecom end users shall be available at the following discount off of the retail rate. If Supra Telecom cancels an order for telecommunications services for the purposes of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the General Subscriber Services Tariff and the Private Line Service Tariff.

<b>DISCOUNT*</b>			
<b>STATE</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>	<b>CSAs</b>
FLORIDA	21.83%	16.81%	16.81%

- \* When Supra Telecom provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

**RATES FOR INTERFACE TO OPERATIONAL SUPPORT SYSTEMS**

BellSouth has developed and made available the following mechanized systems by which Supra Telecom may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an electronic interface ordering charge as specified in the Table below. Such charges will not be refunded if the order is canceled. An individual LSR will be identified for billing purposes by its Purchase Order Number (“PON”). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

INTERFACE RATES	<u>Electronic</u> Per LSR received from Supra Telecom by one of the interactive electronic interfaces	<u>Manual</u> Per LSR received from Supra Telecom by means other than one of the interactive electronic interfaces
Electronic Interface LSR Charge	\$0.00 per LSR	\$0.00 per LSR
USOC	SOMEK	SOMAN

Note: In addition to the electronic interface charges, applicable discounted service order and related discounted charges apply per the tariff.

**DENIAL/RESTORAL ELECTRONIC INTERFACE CHARGE**

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

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

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**EXCLUSIONS AND LIMITATIONS  
ON SERVICES AVAILABLE FOR RESALE**

Type of Service		FL	
		Resale ?	Discount ?
1	Grandfathered Services (Note 1)	Yes	Yes
2	Contract Service Arrangements	Yes	Yes
3	Promotions - > 90 Days (Note 2)	Yes	Yes
4	Promotions - < 90 Days (Note 2)	Yes	No
5	Lifeline/Link Up Services	Yes	Yes
6	911/E911 Services	Yes	Yes
7	N11 Services	Yes	Yes
8	AdWatch <sup>SM</sup> Svc (See Note 3)	Yes	No
9	MemoryCall <sup>®</sup> Service	Yes	No
10	Mobile Services [General Subscribers Services Tariff, Section A35]	Yes	No
11	Federal Subscriber Line Charges (also known as End User Common Line Charge)	Yes	No
12	Non-Recurring Charges	Yes	Yes
13	Customer Line Charge – Number Portability	Yes	No

**Applicable Notes:**

- 1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, **promotions** will be made available only to customers who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 AdWatch<sup>SM</sup> Service is tarified as BellSouth<sup>®</sup> AIN Virtual Number Call Detail Service.

July 15, 2002

**RATES FOR LINE CLASS CODE SELECTIVE ROUTING**

<b>Customized routing, per unique line class code, per request, per switch</b>	<b>USOC</b>	<b>NC</b>
NRC	USRCR	\$93.55
NRC – Incremental Charge – Manual Service Order		\$11.90

**ATTACHMENT 2**

**NETWORK ELEMENTS AND COMBINATIONS**

July 15, 2002



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## **NETWORK ELEMENTS AND COMBINATIONS**

### **1. INTRODUCTION**

- 1.1 This Attachment sets forth the Network Elements and Combinations that BellSouth agrees to offer to Supra Telecom in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the Network Elements and Combinations are described below in this Attachment 2. The prices for the Network Elements and Combinations are set forth in Exhibit A of this Attachment 2.
- 1.2 BellSouth shall offer unbundled network elements (UNEs) to Supra at the rates, terms and conditions set forth in this Agreement.
- 1.3 BellSouth agrees to provide to Supra Telecom access to and Supra Telecom agrees to utilize Network Elements and Combinations in accordance with effective rules and regulations of the FCC or Commission. The Parties further agree that should such rules and regulations become vacated or stayed, that the Parties shall conform this Attachment 2 accordingly.

### **2. NETWORK ELEMENTS AND COMBINATIONS**

- 2.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signalling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: local loops; network interface devices; subloops; switching capabilities; interoffice transmission facilities; operations support systems functions; signalling networks; access to call-related databases; and service management systems, as set forth in this Attachment 2. BellSouth shall offer operator services and directory assistance pursuant to the rates, terms and conditions contained within this Attachment.
- 2.2 BellSouth shall provide to Supra Telecom for the provision of a telecommunications service, non-discriminatory access to Network Elements at any technically feasible point on terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of the Agreement.
- 2.3 BellSouth shall offer each UNE individually and in the combinations specifically described in this Attachment.

- 2.4 BellSouth will permit Supra Telecom to interconnect Supra Telecom's facilities or facilities provided to Supra Telecom by an ILEC or by third parties with each of BellSouth's Network Elements at any point designated by Supra Telecom that is technically feasible. Any request by Supra Telecom to interconnect at a point not previously established (i) in accordance with the terms of the Agreement or (ii) under any arrangement BellSouth may have with another telecommunications carrier, shall be subject to the process set forth in Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.5 BellSouth will provide Network Elements and Combinations to Supra Telecom via a standard interface that allows the Network Elements and Combinations to operate within the appropriate technical specification unless another technically feasible interface is agreed to by the Parties. Supra Telecom, at its option, may designate other interfaces using the process set forth in Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.6 When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge), as referenced in Attachment 1, Section 3.25, to this Agreement. Supra may bill its end users Supra's end user common line charges.
- 2.7 Supra Telecom may use UNEs provided hereunder to provide any features, functions, or service options that such UNEs are capable of providing, including those features, functions, or service options described in the technical references identified herein for such UNEs.
- 2.8 In addition to Combinations furnished by BellSouth to Supra Telecom hereunder, BellSouth shall permit Supra Telecom to combine any Network Element or Network Elements provided by BellSouth with another Network Element, other Network Elements or Access Services obtained from BellSouth or with compatible network components provided by Supra Telecom or provided by third parties to Supra Telecom to provide telecommunications services to Supra Telecom, its affiliates and to Supra Telecom end users.
- 2.9 Except upon request by Supra Telecom, BellSouth shall not separate requested Network Elements that BellSouth currently combines. Notwithstanding anything to the contrary in this Agreement, BellSouth shall, for a reasonable cost-based fee, combine Network Elements upon request by Supra, even if such Network Elements are not ordinarily combined in BellSouth's network, when the following conditions are met: (1) Supra is unable to combine the Network Elements itself; (2) the requested combination does not place BellSouth at a disadvantage in operating its own network; and (3) the

requested combination will not place competing carriers at a disadvantage.

- 2.9.1 For the purposes of this Agreement, Network Elements shall be deemed to be currently combined in BellSouth's network when such elements are in fact combined by BellSouth to provide service to a particular end user at a particular location. BellSouth will make available new, not Currently Combined EELs, combinations of Loops and transport Network Elements, in density zone 1 of the Miami, Orlando, and Ft. Lauderdale, FL, MSAs at the rates set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- 2.9.2 Currently Combined Combinations of Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Network Element Platform or UNE-P and the combination of Loops and Dedicated Transport. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Attachment 2 of this Agreement. For Currently Combined Combinations of Network Elements, BellSouth will use its best efforts to ensure that Supra Telecom's ability to provide services will not be disconnected, interrupted, or otherwise modified in order to migrate to Supra Telecom.
- 2.9.3 At Supra Telecom's request, BellSouth shall provide Existing Combinations of Currently Combined Network Elements to Supra Telecom. Currently Combined Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Port/Loop or UNE-P and the combination of Loops and Dedicated Transport or Enhanced Extended Links. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Exhibit A of this Agreement. Currently Combined Network Elements, BellSouth will use its best efforts to ensure that any conversion and associated translations requirements shall be performed so as to limit service outages Supra Telecom's end users may experience. BellSouth shall provide Combinations of Network Elements that are not Currently Combined but that are ordinarily combined in BellSouth's network at the market rates in Exhibit A.
- 2.10 BellSouth shall permit Supra Telecom to connect Supra Telecom's facilities with each of BellSouth's UNEs at any technically feasible demarcation point, and BellSouth shall provide Supra Telecom access to the Supra Telecom side of such demarcation point.

- 2.10.1 For each UNE, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which Supra Telecom agrees is suitable. However, where BellSouth provides Combinations of UNEs to Supra Telecom, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined UNEs.
- 2.11 The nonrecurring rates set forth in Exhibit A of this Attachment 2 are for Currently Combined Network Elements.
- 2.12 Attachment 2 of this Agreement describes the Network Elements that Supra Telecom and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify Supra Telecom of the existence of and the technical characteristics of the new or revised Network Element. Upon Supra Telecom's identification of a new or revised Network Element, it shall make a request pursuant to Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.13 When Supra orders or uses BellSouth unbundled Network Elements pursuant to Attachment 2 of this Agreement, those elements ordered or used shall be considered part of Supra's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section. Where Supra utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to a Supra end user, Supra shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, Supra shall not charge reciprocal compensation to BellSouth for termination of BellSouth originated Local Traffic in instances where Supra utilizes BellSouth's unbundled switching and where BellSouth does not bill Supra for the terminating usage on that unbundled switching. In the event that (1) any FCC or State Commission order changes the rates for reciprocal compensation and/or end office switching as set forth in this Agreement, and (2) either Party requests to amend this Agreement to implement such new rate or rates, and (3) such amendment will result in the rates for end office switching and reciprocal compensation not being equal, then either Party may request to negotiate an amendment to this Section. Call flows applicable to this Section are call flows 9, 10, 11 and 12 as set forth in Exhibit B of Attachment 2 of this Agreement.

- 2.14 Unbundled Network Elements combinations shall include: 1) Enhanced Extended Links (EELs); 2) UNE loops/special access combinations; 3) Loop/Port combinations; and 4) transport combinations.
- 2.14.1 Enhanced Extended Links (EELs)
- 2.14.2 Where facilities permit and where necessary to comply with an effective FCC and/or Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in Section 2.14.3 below.
- 2.14.3 Subject to the terms of Section 2.14.4 below, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”). BellSouth will provide access to the EEL in the combinations set forth in Section 2.14.5 following. This offering is intended to provide connectivity from an end user’s SWC to Supra Telecom’s collocation space, or to Supra Telecom’s designated Supra Telecom network location within the LATA, where facilities exist, provided that the entire circuit meets the criteria described in subsections 2.15.1 through 2.15.4 below. When ordering EEL combinations, Supra Telecom shall provide to BellSouth a letter certifying that Supra Telecom will provide a significant amount of a local exchange service over the requested combination, as described in Section 2.15.1 below, and shall indicate under what local usage option Supra Telecom seeks to qualify. Supra Telecom shall be deemed to be providing a significant amount of local exchange service over the requested combination if one of the options listed in subsections 2.15.1 through 2.15.4 is met.
- 2.14.4 BellSouth shall make available to Supra Telecom those EEL combinations described in Section 2.14.5 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to Supra Telecom in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Miami, FL; Orlando, FL; and Ft. Lauderdale, FL MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to Supra Telecom only to the extent such network elements are Currently Combined.
- 2.14.5 EEL Combinations
- 2.14.5.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 2.14.5.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

- 2.14.5.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 2.14.5.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 2.14.5.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 2.14.5.6 DS1 Interoffice Channel + DS1 Local Loop
- 2.14.5.7 DS3 Interoffice Channel + DS3 Local Loop
- 2.14.5.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 2.14.5.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 2.14.5.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 2.14.5.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 2.14.5.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 2.14.5.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 2.14.5.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 2.15 Special Access Service Conversions
  - 2.15.1 Supra Telecom may not convert special access services to combinations of loop and transport network elements, whether or not Supra Telecom self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Supra Telecom uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Supra Telecom requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Supra Telecom shall provide to BellSouth a written letter, pursuant to the notices requirement as set forth in Section 17 of the General Terms and Conditions, certifying that Supra Telecom is providing a significant amount of local exchange service (as described in this section) over such combinations. The certification letter shall indicate under what local usage option Supra Telecom seeks to qualify for conversion of special access circuits. Supra Telecom shall be automatically deemed to be providing a significant amount of local exchange service over such combinations if it certifies that they are meeting one of the following options set forth in Sections 2.15.1.1, 2.15.1.2, and 2.15.1.3 below.

- 2.15.1.1 Supra Telecom certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Supra Telecom is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Supra can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100% interstate access traffic; or
- 2.15.1.2 Supra Telecom certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50% of the activated channels on the loop portion of the loop-transport combination have at least 5% local voice traffic individually, and the entire loop facility has at least 10% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Supra Telecom's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 2.15.1.3 The requesting carrier certifies that at least 50% of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50% of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Supra Telecom does not need to provide a defined portion of an end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 2.15.2 In addition, there may be extraordinary circumstances where Supra Telecom is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth above. In such case, Supra Telecom may petition the FCC for a waiver of the local usage options set forth herein. If a waiver is granted, then upon Supra Telecom's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.



- 2.15.3 BellSouth may, at its sole expense, audit Supra Telecom records in order to determine Supra Telecom's compliance with the local usage options set forth above. All audits shall be conducted by a third party independent auditor, and Supra Telecom and the FCC shall be given thirty (30) days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find non-compliance with the significant amount of local exchange service requirement. In the event of non-compliance, Supra Telecom shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Supra Telecom is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport Network Elements to special access services and may seek appropriate retroactive reimbursement from Supra Telecom.
- 2.15.4 The Parties further acknowledge that on a going forward basis, Supra Telecom may purchase additional special access service under BellSouth's applicable tariffs and convert such special access circuits to EELs, pursuant to terms of this Agreement, subject to such circuits meeting the local usage options set forth in this Section 2.15.
- 2.15.5 When an existing special access circuit employed by Supra is converted to Network Elements and/or Combination, BellSouth shall not disconnect and re-connect the elements. When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 2.15.6 Conversion of Service As Is
- 2.15.6.1 Supra may request conversion of existing retail services to non-switched combinations of unbundled network elements by submitting an LSR or a conversion spreadsheet, provided by BellSouth, to the LCSC for record changes. For the conversion of retail services to switched combinations, Supra Telecom may request such conversions on a single LSR for all services billed under the same Account Telephone Number or master billing account. Supra may consolidate onto a single LSR, up to four end user accounts to a single Account Telephone Number where the accounts are for the same end user and are the same type and end user location. BellSouth will project manage conversions of fifteen (15) or more lines.
- 2.16 Port/Loop Combinations

- 2.16.1 At Supra's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 2.16.5 below, that are Currently Combined in BellSouth's network except as specified in Sections 2.16.2 and 2.16.3 below.
- 2.16.2 BellSouth shall not be required to provide combinations of port and loop network elements on an unbundled basis or at cost-based basis in locations where, pursuant to Section 2.16.3 below, BellSouth is not required to provide circuit switching as an unbundled network element.
- 2.16.3 BellSouth shall not be required to provide circuit switching as an unbundled network element or at cost-based rates, as set forth in Section 6.3.1.2, in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Miami, FL; Orlando, FL and, Ft. Lauderdale, FL MSAs to Supra if Supra's 4th or more DS0 equivalent lines to an end user's physical location.
- 2.16.4 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
- 2.16.4.1 BellSouth shall provide to Supra combinations of port and loop network elements to Supra on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 2.16.3 above. The rates for such combinations shall be the cost based rates set forth in Exhibit A of this Attachment.
- 2.16.4.2 Notwithstanding section 2.16.2 above, in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 2.16.2 and 2.16.3, BellSouth shall provide to Supra combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for such combinations are the market based rates as set forth in Exhibit A of this Agreement.
- 2.16.4.3 Intercarrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows set forth in Exhibit B of this Attachment.
- 2.16.5 Combination Offerings
- 2.16.5.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 2.16.5.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.6 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.7 4 wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.6 BellSouth shall implement a Single "C" (Change) Order Process for provisioning UNE-P conversions.
- 2.16.7 Where a BellSouth voice customer who is subscribing to BellSouth FastAccess Internet service converts its voice service to Supra utilizing a UNE-P line, BellSouth will continue to provide Fast Access service to that end user.
- 2.17 Standards for Network Elements
  - 2.17.1.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements

identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

- 2.17.1.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 2.17.1.3 The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to Supra Telecom shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself. Detailed performance standards and measurements for Network Elements are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.
- 2.17.1.4 Except as otherwise specified by law, BellSouth shall not impose any limitations, restrictions or requirements on requests for or use of Network Elements or Combinations that would impair the ability of Supra Telecom to offer a telecommunications service in the manner Supra Telecom intends, provided such use does not impede or impair the use of BellSouth's network by BellSouth or any other telecommunications carrier utilizing said network.

### **3. LOCAL LOOPS**

#### **3.1 Definition**

3.1.1 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop Demarcation Point at an end user's premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of such transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

3.2 The provisioning of service to Supra Telecom will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in Collocation Space. These cross-connects are not considered part of the loop. The purchase of such cross-connects shall be pursuant to Attachment 4, incorporated herein by this reference. Loop rates specified in this Agreement shall not be reduced when the loop is provided to Supra using Digitally Added Main Line (DAML) equipment; however, in the

event BellSouth wishes to add DAML equipment to an existing Supra UNE loop that may adversely affect the end user, BellSouth shall provide Supra Telecom with prior notification and must obtain Supra Telecom's authorization.

- 3.3 Line Conditioning. The rates for line conditioning shall be as set forth in Exhibit A of this Attachment 2 incorporated herein by this reference. BellSouth shall condition lines required to be unbundled wherever Supra Telecom requests, whether or not BellSouth offers advanced services to the end user on that loop.
- 3.3.1 Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 3.3.2 In so far as it is technically feasible, BellSouth shall test and report trouble for all the features, functions and capabilities of conditioned lines, and may not restrict testing to voice-transmission only.
- 3.4 As a chargeable option on all loops except unbundled copper loop ("UCL"), BellSouth will offer Order Coordination Time Specific ("OC-TS"). This will allow Supra Telecom the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per appropriate local service request basis.
- 3.5 BellSouth will offer unbundled voice-grade loops ("UVL") Service Level Two ("SL2").
- 3.5.1 SL2 loops shall have test points, will be designed with a design layout record ("DLR") provided to Supra Telecom, and will be provided with order coordination ("OC"). The OC feature will allow Supra Telecom to coordinate the installation of the loop with the disconnect of an existing end user's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 3.5.2 Supra Telecom will be responsible for isolating troubles on SL2 loops. Once Supra Telecom has isolated a trouble to the BellSouth provided loop, Supra Telecom will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.

- 3.5.3 If Supra Telecom reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Supra Telecom for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.
- 3.6 BellSouth will also offer unbundled digital loops ("UDL"). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
- 3.6.1 Supra Telecom will be responsible for isolating troubles on UDL. Once Supra Telecom has isolated a trouble to the BellSouth provided loop, Supra Telecom will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.
- 3.6.2 If Supra Telecom reports a trouble on a UDL and no trouble actually exists, BellSouth will charge Supra Telecom for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.
- 3.7 In addition to the UVLs and UDLs, BellSouth shall make available an UCL. The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - short and long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when Supra Telecom wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.
- 3.7.1 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC-TS will not be offered on UCLs.
- 3.7.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. Supra Telecom may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Supra Telecom's choosing. Supra Telecom will determine the type of service that will be provided over the loop.
- 3.7.3 Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, Supra Telecom agrees that BellSouth's UCL loop will not be held to the

service level and performance expectations that will apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL.

3.7.4 The UCL shall be provided to Supra Telecom in accordance with BellSouth's Technical Reference 73600.

### 3.8 Provisioning and Coordinated Cutovers

3.8.1 Section 3.8 contains the initial coordination procedures that the Parties agree to follow when Supra Telecom orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which Supra Telecom will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained, and they further agree to implement the improvement procedure provided in Section 3.8.4 below.

3.8.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.

3.8.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by Supra Telecom utilizing a SL2 local loop (as that term is defined in Section 3.5 below) provided by BellSouth to Supra Telecom with SPNP or PNP (as these two acronyms are defined in Attachment 5, incorporated herein by this reference).

3.8.1.3 Supra Telecom shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation ("FOC") (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).

### 3.8.2 Ordering

3.8.2.1 Supra Telecom shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request ("LSR") using BellSouth's ordering interfaces described in Attachment 7 to this Agreement, incorporated herein by this reference. Supra Telecom may specify a Due Date or Frame Due Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. Supra Telecom shall specify whether its service order is to be provisioned by BellSouth as either: (a) Order Coordination ("OC"); or (b) Order

Coordination—Time Specific (“OC-TS”). OC shall mean the type of service order used by Supra Telecom to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 3.8.2.3 below, at any time during that day, referred to in this Section as the “Due Date.” OC-TS shall mean the type of service order used by Supra Telecom to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 3.8.2.3 below and at the particular time specified on the FOC, referred to in this Section as the “Frame Due Time.” Supra Telecom shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. Supra Telecom will be billed and will pay overtime for conversions requested and occurring outside of BellSouth’s normal hours of operation as defined in Section 3.8.2.2 below.

- 3.8.2.1.1 Until such time as BellSouth’s systems can deliver the requested frame due time on the FOC as set forth above, Supra Telecom shall rely on the time requested on the LSR.
- 3.8.2.2 For purposes of this Section, BellSouth’s normal hours of operation for personnel performing physical wire work are defined as follows:
  - 3.8.2.2.1 Monday – Friday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)
  - 3.8.2.2.2 Saturday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)
  - 3.8.2.2.3 The above hours are defined as the time of day where the work is being performed.
  - 3.8.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth in Attachment 7 and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing Supra Telecom support will be equal to the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.
  - 3.8.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to Supra Telecom may work shifts outside of BellSouth’s regular working hours as defined in Section 3.8.2.2 above (e.g., the employee’s shift ends at 7:00 p.m. during daylight savings time). To the extent that Supra Telecom requests that work necessarily required in the provisioning of service to be performed outside BellSouth’s normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift



such that BellSouth does not incur any additional costs in performing the work on behalf of Supra Telecom, BellSouth will not assess Supra Telecom additional charges beyond the rates and charges specified in this Agreement.

- 3.8.2.2.6 Supra Telecom will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, Supra Telecom will pay overtime charges subject to the provisions of Section 3.8.2.2.5 above, where Supra Telecom requests a time specific conversion which based on the completion intervals outlined in Section 3.8.3.6 requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section 3.8.2.2 above of this Attachment 2 as well as Attachment 7, incorporated herein by this reference.
- 3.8.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service order to determine whether it contains all the information necessary for BellSouth to process the service order. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by Supra Telecom for the current view of the LSR.
- 3.8.2.2.8 BellSouth shall provide Supra Telecom real-time, electronic access to its LFACS system in the pre-ordering phase via the pre-ordering, ordering interfaces as described in Attachment 7 to allow Supra Telecom (1) to access loop makeup in accordance with Attachment 2 incorporated herein by this reference and (2) to validate its connecting facility assignments (CFA) prior to the issuance of an LSR. Implementation of such shall be determined by the current Change Control Process Guidelines outlined in Attachment 7. However, BellSouth commits that the CFA LFACS feature will be included in release 10.0 unless an alternative release delivery is mutually agreed to by both parties.
- 3.8.2.2.9 If BellSouth does not deliver CFA LFACS access as outlined in Section 3.8.2.2.8 above, BellSouth will waive OCTS charges for any time specific conversions where a post FOC CFA conflict occurs until such time as BellSouth provides CFA LFACS access as outlined in Section 3.8.2.2.8 above. Upon facility assignment validation by Supra Telecom and upon receipt of Supra Telecom's LSR, BellSouth may issue clarifications to FOCs (Post-FOC Clarification) if BellSouth determines that a connecting facility assignment ("CFA") assigned on an Supra Telecom LSR is in conflict with BellSouth records.

- 3.8.2.2.10 Both parties agree that post FOC clarifications should not occur, provided Supra Telecom checks the status of the CFA utilizing the real-time preorder LFACS access, as referenced in Section 3.8.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its own CFA database and performing the required physical work. BellSouth and Supra Telecom will investigate and address adverse trends of post FOC clarifications via the process improvement mechanism outlined in Section 3.8.4 below.
- 3.8.2.2.11 BellSouth and Supra Telecom will work cooperatively to ensure data base integrity is achieved between Supra Telecom and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) Supra Telecom ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow Supra Telecom to identify and synchronize such data base; and (2) BellSouth will ensure that it processes Supra Telecom requests for cancellation of local service requests in a time frame that allows Supra Telecom to accurately maintain its CFA records. Until such time BellSouth provides LFACS access to Supra Telecom in accordance with Section 3.8.2.2.8 above, BellSouth agrees to continue processing disconnects to correct CFA data base discrepancies via a BellSouth provided spreadsheet. Once access to LFACS is provided to Supra Telecom, in accordance with Section 3.8.2.2.8 above, Supra Telecom agrees to submit individual LSRs to correct data base discrepancies and will discontinue using the spread sheet method unless the parties mutually agree otherwise.
- 3.8.2.2.12 BellSouth will provide Supra Telecom with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and Supra Telecom will work jointly to identify and resolve any discrepancies between BellSouth and Supra Telecom databases containing the CFA assignments.
- 3.8.2.3 Firm Order Commitment (“FOC”)
- 3.8.2.3.1 Pursuant to Section 3.8.2.1 above, for purposes of this Section, a “Firm Order Commitment” or “FOC” is a notification from BellSouth to Supra Telecom that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth’s committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages as set forth below and acts of God.

- 3.8.2.3.2 For the initial LSR, BellSouth should not provide Supra Telecom with either a request for clarification or a reject message after BellSouth provides Supra Telecom a FOC, except as outlined in Section 3.8.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
- 3.8.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 3.8.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.
- 3.8.3 Provisioning
- 3.8.3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's committed due date or OC-TS, as applicable, of providing service to Supra Telecom.
- 3.8.3.1.1 Upon receipt of the FOC pursuant to Section 3.8.2.3.1, Supra Telecom shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.
- 3.8.3.1.2 Excluding facility shortages, acts of God or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than three (3) business days from the original requested date.
- 3.8.3.1.3 In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and incorporated herein by this reference and (b) Supra Telecom will not re-negotiate nor consider a change in due date and or due time as a re-negotiation; and (c) Supra Telecom will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OCTS charges and Supra Telecom will not be required to pay for OCTS where a missed appointment of OCTS has occurred as provided for in the service quality measurements of Attachment 9 and incorporated herein by this reference.

- 3.8.3.1.4 Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, solely to Supra Telecom or Supra Telecom's end user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
- 3.8.3.2 Upon receipt of the FOC, Supra Telecom and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5, incorporated herein by this reference.
  - 3.8.3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by sending an electronic notice to Supra Telecom, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.
    - 3.8.3.2.1.1 Pending Facilities order status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.
    - 3.8.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify Supra Telecom as soon as the order is placed in PF status in accordance with Section 3.8.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide Supra Telecom estimated service date ("ESD") information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within 5 business days from the date the PF condition occurs.
  - 3.8.3.2.2 Supra Telecom shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number ("ImpCon") Field on the LSR that BellSouth shall commit to call and use for all notification to Supra Telecom. In addition, a Supra Telecom representative will answer and will respond within 5 minutes. Response as used in this section shall mean that the Supra Telecom agent is ready to receive and record information provided by BellSouth.
  - 3.8.3.2.3 In the event BellSouth does not find dial tone on the Supra Telecom side when testing prior to the conversion date and time, and detects no

trouble on the BellSouth side, BellSouth shall immediately notify Supra Telecom. Supra Telecom shall perform the appropriate internal tests and, if necessary, will dispatch a technician to its collocation site at the BellSouth Central Office. If the Supra Telecom technician finds no trouble on the Supra Telecom side when testing, Supra Telecom will notify BellSouth. Both Parties will work cooperatively, to isolate and clear the trouble and arrange, if necessary, a joint meeting of a BellSouth technician and a Supra Telecom technician at the last point of BellSouth's responsibility at the collocation site. Both Parties' technicians will meet at the collocation site to work cooperatively by jointly isolating the trouble, and repairing it. If either Party believes the trouble is not being resolved properly, either Party may escalate the matter for immediate resolution. BellSouth will continue to process the Service Order without requiring a supplemental order assuming that Supra Telecom will correct the problem prior to the cut date and time. If the problem is determined to be a BellSouth problem and the cut time has passed, BellSouth will waive non-recurring OC-TS charges pursuant to Section 3.8.3.1.3 above, and the Parties shall establish, by mutual consent, a new due time and or due date to be met through expedited processing.

- 3.8.3.2.4 Troubles referred to Supra Telecom as referenced in Section 3.8.3.2.3 above will be repaired by the Supra Telecom technician, if necessary. Unless Supra Telecom notifies BellSouth that the "No Dial tone" issue has not been resolved, BellSouth shall continue to process the Service Order without requiring a supplemental order. Supra Telecom agrees that BellSouth may rely on the lack of such notification to mean that Supra Telecom believes it can resolve the "No Dial tone" issue prior to Due Date or Due Time. Supra Telecom shall not be required to call BellSouth to communicate that the "No Dial Tone" issue has been resolved. If at the time of the cut, Supra Telecom dial tone is not detected on the BellSouth collocation pair and Supra Telecom and BellSouth agree that the problem is due to Supra Telecom and cannot be resolved within 15 minutes, Supra Telecom will be required to supplement the order, which will be submitted via the method utilized to submit the original LSR, and request a new due date and time. If Supra Telecom is unable to correct the repair within 15 minutes, Supra Telecom may request that BellSouth technicians standby until the condition is corrected by paying standby rates as provided for in FCC Tariff #1. If either Party believes that the process set forth herein is not satisfactorily implemented, the process improvement plan as described in Section 3.8.4.1 below will be applied
- 3.8.3.3 Supra Telecom will ensure that dial tone is delivered to the BellSouth collocation pair 48 hours prior to due date.

- 3.8.3.3.1 For OC-TS or OC conversions, BellSouth will verify the cutover time designated by Supra Telecom for OCTS or verify the due date for OC conversions 24-48 hours in advance via telephone to ensure that the conversion is to be completed as ordered. In addition, BellSouth shall provide the following information at the time of this call: dial tone and the ANI test results, Due Date, frame due time if the order is an OC-TS order, the number of lines and the cable and pair assignment. This telephone call at 24-48 hours in advance of cutover time notifying Supra Telecom with the above information stated in this Section, will be known as the "Concurrence Call." This verified information must be the same Due Date or OC-TS as sent back on the FOC unless the Parties jointly agree on or before this concurrence call on a new due date or OC-TS. Both parties will ensure OC-TS as identified in this section will commence within fifteen (15) minutes of the agreed time. BellSouth agrees to make the concurrence call at the same time or after the dial tone and ANAC test has been completed. In the unlikely event BellSouth does not complete the dial tone and ANAC test 24 hours prior to the due date, BellSouth will either confirm that the conversion will take place at the scheduled conversion time or advise Supra Telecom that it will not. If BellSouth advises Supra Telecom that it will not meet the scheduled conversion date or time, BellSouth will document a missed due date or missed time specific conversion in accordance with Section 3.8.3.1.3 above.
- 3.8.3.3.2 BellSouth will advise Supra Telecom, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to Supra Telecom as outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by Supra Telecom.
- 3.8.3.3.3 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.
- 3.8.3.4 Due Date Activities
- 3.8.3.4.1 The Unbundled Network Element Center ("UNEC") will coordinate with all internal groups within BellSouth to start the conversion at the scheduled conversion time. Once notified, the central office technician will verify Supra Telecom dial tone at the tied in jumper at the BellSouth cable pair and will perform an ANAC verification of the line at the BellSouth cable pair. If dial tone is verified and the line is verified to the correct number, the BellSouth central office technician will monitor the line and when idle, will remove the BellSouth jumper and terminate at the BellSouth main distribution frame ("MDF") the tied in jumper to the Supra Telecom collocation point. The BellSouth CO technician will then perform an ANAC verification of the line to verify

Supra Telecom dial tone and ensure the correct number is delivered to the BellSouth cable pair.

3.8.3.5 Activities After Hot Cut

3.8.3.5.1 The UNEC will then advise Supra Telecom via telephone call for all coordinated conversions that the cut is complete, pursuant to Section 3.8.3.2.2 above, and allow Supra Telecom to accept or reject the service. BellSouth shall work cooperatively with Supra Telecom to correct any problems associated with the conversion of the service which might result in Supra Telecom's rejection of the service.

3.8.3.5.2 If BellSouth fails to contact Supra Telecom after the hot cut and in accordance with the Cut Complete Call stated in Sections 3.8.3.5.1 and 3.8.3.2.2 above (number stated in the "ImpCon" Field of the Supra Telecom LSR) BellSouth shall document the order as a "Missed Appointment" within BellSouth's internal systems pursuant to Section 3.8.3.1.3 above.

3.8.3.5.3 BellSouth will hold open the conversion orders within the following time frames after the call specified in Section 3.8.3.5.1 above has been made:

3.8.3.5.3.1 If the call is received by Supra Telecom prior to 5:00 p.m. on the conversion day, BellSouth will hold the order open until 6:00 p.m.;

3.8.3.5.3.2 If Supra Telecom requests the order be held open for a longer time, BellSouth will hold the requested order open until 12:00 noon the following business day;

3.8.3.5.3.3 If the call is received by Supra Telecom after 5:00 p.m. on the conversion day, BellSouth will hold the order open until 12:00 noon the following business day unless otherwise agreed to by the parties;

3.8.3.5.3.4 If BellSouth does not receive verbal acceptance by Supra Telecom pursuant to the above conditions, BellSouth will deem the conversion accepted by Supra Telecom.

3.8.3.5.4 BellSouth and Supra Telecom reserve the right to change its internal hot cut activities as business needs dictate. Any change to the hot cut procedures contained in this Attachment will be discussed by the parties and will be implemented subject to the provisions of the process improvement mechanism as set forth in Section 3.8.4 below.

3.8.3.6 Loop Cut-Over Timing

3.8.3.6.1 BellSouth shall complete the loop cut-over step and notify Supra Telecom of such completion in accordance with the section,

commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion: 1-10 loops => 60 mins (1 hour); 11-30 loops => 120 mins. (2 hours) unless project managed; 31+ loops => Project Managed.

- 3.8.3.6.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement is incorporated herein by this reference.
- 3.8.3.6.3 Intervals for loops for a single end user on the same local service requests for loops greater than thirty (30) will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.
- 3.8.3.6.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 3.8.3.6.1 above and notify Supra Telecom of such completion in accordance with Section 3.8.3.5.1 above, Supra Telecom may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.
- 3.8.3.7 Completion Notice
  - 3.8.3.7.1 BellSouth shall send Supra Telecom completion notices when the LSRs are submitted electronically. If submitted manually, Supra Telecom may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.
- 3.8.4 Process Improvement
  - 3.8.4.1 Within seventy-five (75) calendar days of the Effective Date, or the first coordinated cutover between the Parties, the Parties agree to negotiate and adopt a process improvement method to be used throughout the term of this Agreement for amending and supplementing the initial procedures established in this Section. Such process shall be implemented by the Parties thirty (30) calendar days from the date such method is mutually developed. Both parties will work cooperatively to identify areas for improvement and, if applicable, develop and implement process changes resulting from such mutual cooperation. Such method will provide the procedures to be employed on an on-going basis by the Parties when one Party wishes to improve any of the initial provisions set out in this Section. Each improvement negotiated by the Parties must be documented in an Attachment to the initial procedures as mutually agreed by the Parties.



- 3.8.4.2 In the event that the Parties are unable to enter into the improvement method contemplated in Section 3.8.4.1 above within ninety (90) days of the Execution Date, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement. Additionally, the Parties agree to seek such resolution on an expedited basis of any dispute involving a procedure that adversely impacts a customer.
- 3.8.5 New Loop Provisioning – “Loop Only”
- 3.8.5.1 BellSouth will provision new loops at intervals outlined in the Products and Services Interval Guide.
- 3.8.5.2 BellSouth will perform pre-service testing to ensure Supra Telecom dial tone and telephone number is delivered to the BellSouth loop.
- 3.8.5.3 If Supra Telecom dial tone is not detected during pre-service testing, BellSouth will notify Supra Telecom and will continue with the provisioning process assuming that Supra Telecom will correct the problem prior to the due date.
- 3.8.5.4 Supra Telecom will deliver dial tone and telephone number to the Supra Telecom collocation point forty-eight (48) hours prior to the due date.
- 3.8.5.5 BellSouth and Supra Telecom will notify either party if the due date cannot be met for any reason.
- 3.8.5.6 Cooperative testing, trouble resolution, completion notification and acceptance testing as provided for in Ordering and Provisioning of Hot Cuts will apply, and is incorporated herein by this reference.
- 3.8.5.7 BellSouth will deliver to the ordered location at the end users premises, loops as outlined in TR 73600, or in the applicable industry standard.
- 3.8.5.8 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by Supra Telecom to the NID. Testing requested by Supra Telecom to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by Supra Telecom and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this section.
- 3.9 Technical Requirements
- 3.9.1 BellSouth shall offer Loops capable of providing the following:

- 3.9.1.1 2-wire analog voice grade Loop provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals and using either Loop-start or ground start signaling;
- 3.9.1.2 4-wire analog voice grade Loop provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: Loop-start, ground-start, Loop-reverse-battery, duplex;
- 3.9.1.3 2-wire ISDN digital grade Loop provides a channel with 2-wire interfaces at each end that is suitable for the transport of 144 kbps digital services using the ISDN 2B1Q line code;
- 3.9.1.4 Supra Telecom will be responsible for providing BellSouth with a Service Profile Identifier ("SPID") associated with a particular ISDN-cable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service;
- 3.9.1.5 ADSL-capable Loop – an ADSL-capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An ADSL-capable Loop provided by BellSouth is designed to RRD guidelines and is expected to support ADSL service;
- 3.9.1.6 HDSL-capable Loop – an HDSL-capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An HDLS-capable Loop provided by BellSouth is designed to CSA guidelines and is expected to support HDSL service;
- 3.9.1.7 4-wire DS-1 Loop provides a channel with 4-wire interfaces at each end. Each 4-wire channel may be equipped with DS-1 Loop repeaters suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code ; and
- 3.9.1.8 UCL is a dry copper Loop, not intended to support any particular telecommunications service. UCL Loops are offered pursuant to Section 3.7 of this Attachment 2. The UCL is available with a no signaling option.
- 3.9.2 The following provisions shall apply until the Parties negotiate a line sharing arrangement pursuant to the effective rules and regulations of

the FCC. At such time, the Parties will amend these provisions to reflect their agreement.

3.9.2.1 In cases in which Supra Telecom has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.

3.9.2.2 Supra Telecom, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to Supra Telecom's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. Supra Telecom will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

3.9.2.3 In addition, Supra Telecom recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that Supra Telecom has placed on the loop. If this occurs, BellSouth will work cooperatively with Supra Telecom to restore the circuit to its previous modified status as quickly as possible. Supra Telecom will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

### 3.10 Integrated Digital Loop Carriers

3.10.1 If Supra Telecom requests one or more loops served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) move Supra Telecom's end user to a loop suitable for xDSL service or (2) allow Supra Telecom to collocate its DSLAM equipment in the same RT housing where BellSouth's DSLAM equipment is located. If BellSouth cannot accommodate collocation at a particular RT where a BellSouth DSLAM is located, BellSouth will unbundle its packet switching functionality in accordance with Section 6.10. These alternative arrangements will be used where available to permit Supra Telecom to order a Loop and to provide Supra Telecom with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible.

## 4. NETWORK INTERFACE DEVICE ("NID")

- 4.1 Definition. The NID is defined as any means of interconnection of end user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the end user's premises. The NID features two independent chambers or divisions that separate the service provider's network from the on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.
- 4.2 BellSouth shall permit Supra Telecom to connect Supra Telecom's loop facilities to on-premises wiring through BellSouth's NID or at any other technically feasible point.
- 4.3 **Access to Network Interface Device**
- 4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), Supra Telecom may access the subscriber's inside wire by any of the following means:
- 4.3.1.1 BellSouth shall allow Supra Telecom to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise.
- 4.3.1.2 Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 4.3.1.3 Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., Supra Telecom, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 4.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors except where the Commission has authorized such removal or disconnection. Where the Commission has authorized such action, the Party removing or disconnecting the other Party's loop shall do so after

providing notice to the other Party. Further, it shall be the responsibility of the Party disconnecting or removing the loop to properly ground the loop; to maintain the NID and to assume full liability for its actions and any adverse consequences that may occur as a result of the loop being disconnected and removed or as a result of assuming maintenance responsibilities for the NID.

- 4.3.3 In no case shall either Party remove or disconnect ground wires from the other Party's NID, enclosures, or protectors.
- 4.3.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.
- 4.3.5 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with Supra Telecom to develop specific procedures to establish the most effective means of implementing this section.
- 4.3.6 Technical Requirements
  - 4.3.6.1 The NID shall provide an accessible point of interconnection for the on-premise wiring, for BellSouth's facilities, for the Subloop Distribution and/or cross connect to Supra Telecom 's NID, and shall maintain a connection to ground.
  - 4.3.6.2 The NID shall be capable of transferring electrical analog or digital signals between the on-premise wiring and the Subloop Distribution and/or cross connect to Supra Telecom 's NID, consistent with the NID's function at the Effective Date of this Agreement.
  - 4.3.6.3 Where a BellSouth NID exists, it is provided in its "as is" condition. Supra Telecom may request BellSouth do additional work to the NID at the time and materials charges set forth in the appropriate BellSouth Tariff.
  - 4.3.6.4 When Supra Telecom deploys its own local loops with respect to multiple-line termination devices, Supra Telecom shall specify the quantity of NID connections it requires within such device.

## **5. SUBLOOPS**

### **5.1 Definitions**

- 5.1.1 Subloop. The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within.

Such points may include, but are not limited to, the pole or pedestal, the network interface device, (“NID”) the minimum point of entry, (“MPOE”) the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface (“FDI”).

5.1.2 Inside Wire. Inside wire is defined as all loop plant owned by BellSouth on end user customer premises as far as the point of demarcation as defined in 47 C.F.R § 68.3, including the loop plant near the end user customer premises. Supra Telecom may access the inside wire subloop at any technically feasible point including, but not limited to, the NID, the MPOE, the single point of interconnection, the pedestal, or the pole.

5.1.3 Subloop elements include, but are not limited to, the following: Distribution, including inside wire; Concentration Multiplexing Functionality; and Feeder.

## 5.2 Subloop Distribution

### 5.2.1 Definition

5.2.1.1 Subloop Distribution is that portion of the loop between an accessible terminal on the end user side of an FDI, and the end user’s point of demarcation. An accessible terminal is a point on the loop where the sub-loop can be accessed without removing a splice case. Subloop Distribution can be accessed at any technically feasible point, including but not limited to, a pole or pedestal, a Network Interface Device (“NID”), a minimum point of entry (“MPOE”), or single point of interconnection (“SPOI”) on a multi-unit premises which is constructed by BellSouth pursuant to Section 5.2.3 below. Subloop Distribution will be provisioned as 2-wire or 4-wire circuits up to and including the end user’s demarcation point.

5.2.1.2 Subloop Distribution will be copper twisted pair.

5.2.1.3 If Supra Telecom requests a copper twisted distribution pair and it is not available, Supra Telecom may use the Special Construction process to determine the cost of providing the copper facilities.

### 5.2.2 Requirements for Subloop Distribution

5.2.2.1 Subloop distribution shall be capable of carrying all signaling messages or tones that are technically feasible for media copper facilities.

5.2.2.2 BellSouth will provision, test, and maintain subloop distribution as set forth in Attachment 7 of this Agreement, incorporated herein by this reference

- 5.2.2.3 BellSouth shall offer Subloop Distribution in accordance with this Section 5.2.
- 5.2.2.4 Upon request, BellSouth shall provide line conditioning for Subloop Distribution pursuant to Section 3.3 of this Attachment 2 and at the rates set forth in Exhibit A of this Attachment 2, all incorporated herein by this reference.
- 5.2.3 Single Unit & Multiunit Installation
- 5.2.3.1 In the case of BellSouth facilities serving a single unit installation (e.g., a single residence or single business location), Subloop Distribution consists of copper facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point in between.
- 5.2.3.2 In the case of BellSouth facilities serving multiple unit installations, e.g., apartments, condominiums, office buildings and office complexes, access to Sub-Loop Distribution shall be provided to Supra Telecom either by Unbundled Sub-Loop Distribution ("USL-D"), Unbundled Sub-Loop Intra-building Network Cable ("USL-INC") or Unbundled Network Terminating Wire ("UNTW") as requested by Supra Telecom, at the appropriate rate set forth in Exhibit A to this Attachment.
- 5.2.4 Unbundled Sub-loop – Distribution ("USL-D"). USL-D is the Subloop element which includes the facility from a cross-connect device in the field (i.e., terminal block or cross connect panel) on the end user side of a Feeder Distribution Interface ("FDI"), or any other interconnection point in between these points, to the end user's point of demarcation.
- 5.2.4.1 Where Supra Telecom has requested access to the USL-D, BellSouth will determine if it is technically feasible to place the required facilities. If existing capacity is sufficient to meet Supra Telecom's request, BellSouth will perform the set-up work to connect Supra Telecom's cable pairs within the cross-connect device. Supra Telecom will then deliver its feeder facility cable to the BellSouth cross-connect device in the field. Supra Telecom's cable will be connected, by a BellSouth technician, to a cross-connect panel within BellSouth's cross-connect device.
- 5.2.4.2 Once the set-up work has been completed, Supra Telecom may order the USL-D pairs by submitting a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). A BellSouth technician will then connect the ordered USL-D pairs to Supra Telecom's cable pairs within the BellSouth cross-connect device.

- 5.2.4.3 If existing capacity is not sufficient to accommodate Supra Telecom 's request for USL-D, and work must be done to modify existing BellSouth facilities or add new facilities, Supra Telecom may use BellSouth's Special Construction ("SC") process to determine additional costs required to provision the USL-D. Supra Telecom will then have the option of paying the SC charges to modify the BellSouth facilities.
- 5.2.5 Unbundled Sub-Loop-Intrabuilding Network Cable ("USL-INC") (a.k.a. riser cable). USL-INC is the distribution facility inside a building or between buildings on the same premises (continuous property not separated by a public street or road) and is on BellSouth's side of the demarcation point. INCs are used to distribute network access facilities to equipment rooms (wiring closet), cross-connection or other distribution point on which connection is made with customer premises wiring. Sub-Loop-INC will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
- 5.2.5.1 Where Supra Telecom has requested access to the USL-INC, BellSouth will determine if is technically feasible to place the required facilities. If existing capacity and space is sufficient to meet Supra Telecom 's request, BellSouth will perform the set-up work. BellSouth will provide and install a cross-connect panel for the purpose of providing Supra Telecom access to the USL-INC pairs. The cross-connect panel will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for Supra Telecom 's use on this cross-connect panel. Supra Telecom will be responsible for connecting its facilities to the 25 pair cross-connect block(s).
- 5.2.5.2 Once the set-up work has been completed, Supra Telecom may order USL-INC pairs by submitting a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). A BellSouth technician will then connect the requested USL-INC pairs on the cross-connect block and Supra Telecom will have access to the requested USL-INC pairs to connect to its facilities.
- 5.2.6 Unbundled Network Terminating Wire ("UNTW"). UNTW is twisted-pair copper wire that extends from the BellSouth Garden Terminal or Wiring Closet at the point of termination of BellSouth's loop distribution facilities to the end-user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.
- 5.2.7 Requirements



- 5.2.7.1 On a multi-unit premises where BellSouth owns the network terminating wire, and by request of Supra Telecom, BellSouth will construct an Access Terminal at each Garden Terminal or in a Wiring Closet location that is suitable for use by multiple carriers. In a Multi-Dwelling Unit ("MDU"), UNTW pairs at each Access Terminal location will be connected to the Access Terminals. Supra Telecom will be required to deliver and connect its central office facilities to this Access Terminal. Supra Telecom is responsible for obtaining the property owner's permission for BellSouth to install the Access Terminals. Supra Telecom may access any available pair on an Access Terminal unless BellSouth is using the pair to concurrently provide service. Prior to connecting Supra Telecom service on a pair previously used by BellSouth, Supra Telecom is responsible for ensuring the end-user is no longer using BellSouth service before it accesses the UNTW pairs.
- 5.2.7.2 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW if NTW is not available to provision the services of Supra Telecom.
- 5.2.7.3 BellSouth will only provide access to UNTW where BellSouth provides the wiring all the way to the end-user's premises.
- 5.2.7.4 The non-recurring and recurring charges for accessing the UNTW pairs set forth in Exhibit A to this Attachment shall apply at the time Supra Telecom activates the pairs. Once Supra Telecom has accessed a UNTW pair to serve its end user, Supra Telecom shall submit a Local Service Request ("LSR") form to BellSouth to report activation of that UNTW pair. Supra Telecom may submit a single LSR to report multiple pairs on the same Access Terminal.
- 5.2.7.5 Supra Telecom will be responsible for isolating and reporting UNTW repair problems to the UNE Center. Supra Telecom must tag the UNTW pair that requires repair for BellSouth. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge Supra Telecom for time spent on the dispatch and for time spent testing UNTW.
- 5.2.7.6 If Supra Telecom or a third party service provider has not activated at least one UNTW pair on an Access Terminal installed pursuant to Supra Telecom's request within six months of installation of the Access Terminal, BellSouth may bill Supra Telecom a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

- 5.2.7.7 If BellSouth determines that Supra Telecom is accessing UNTW pairs without reporting such access to BellSouth, BellSouth may take the following action:
- 5.2.7.8 If Supra Telecom has issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, Supra Telecom will be billed for the usage of the pair back to the disconnect order date.
- 5.2.7.9 If Supra Telecom activated a UNTW pair on which BellSouth was not previously providing service, Supra Telecom will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request from BellSouth, Supra Telecom will provide copies of its billing records to substantiate such date. If Supra Telecom fails to provide such records, then BellSouth will bill back to Supra Telecom for the UNTW pairs, to the date of the Access Terminal installation.
- 5.2.8 Single Point of Interconnection
- 5.2.8.1 If a single point of interconnection ("SPOI") is not available and upon Request from Supra Telecom, BellSouth will install a SPOI at a multi-unit premises if it is technically feasible and where space allows. The SPOI should be suitable for use by multiple carriers. Supra Telecom, as the requesting party, must obtain the property owner's permission for BellSouth to install additional facilities on Supra Telecom's behalf.
- 5.2.8.2 This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to sub-loops at any technically feasible point.
- 5.2.9 Rates for installing a SPOI will be determined on an individual case basis.
- 5.3 **Subloop Concentration Multiplexing Functionality**
- 5.3.1 Where facilities permit, BellSouth will provide to Supra Telecom the ability to concentrate its subloops onto multiple DS1s back to the BellSouth central office.
- 5.3.2 Definition
- 5.3.2.1 The Subloop Concentration Multiplexing Functionality: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal

conversion); and (5) where available, performs electrical to optical (E/O) conversion.

5.3.2.2 The Subloop Concentration Multiplexing Functionality may be provided through a Digital Loop Carrier (“DLC”) system, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

### 5.3.3 Technical Requirements

5.3.3.1 The Subloop Concentration Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the Supra Telecom distribution media to the BellSouth feeder media. BellSouth’s feeder media can be copper, coaxial (if deployed) or fiber. To the extent unbundling involves “concentration,” BellSouth and Supra Telecom will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities. If concentration ratios are established which result in reengineering of the facilities, special construction charges will apply.

5.3.3.2 When BellSouth provides a Subloop Concentration Multiplexing Functionality or Loop repeaters, BellSouth shall provide power for subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

5.3.3.3 The Subloop Concentration Multiplexing Functionality shall be provided to Supra Telecom in accordance with applicable industry standard technical references.

5.3.3.4 The Subloop Concentration Multiplexing Functionality shall continuously monitor protected circuit packs and redundant common equipment in the same manner which BellSouth provides such functionality to itself.

5.3.3.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

5.3.3.6 The Subloop Concentration Multiplexing Functionality shall be capable of performing its functions on the signals needed to provide telecommunications services capable of being transmitted through said Subloop Concentration Multiplexing Functionality.

5.3.3.7 BellSouth shall provide power for the Subloop Concentration Multiplexing Functionality, through a non-interruptible source if the function is performed in a central office, or from a commercial AC

power source with battery backup if the equipment is located outside a central office, where BellSouth provides such functionality to itself.

- 5.3.3.8 With the Effective Date of this Agreement, Subloop Concentration Multiplexing Functionality, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Supra Telecom's subloops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Supra Telecom's subloops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the BSWC is known as a feeder interface. Except where the Subloop Concentration Multiplexing Functionality is currently combined with other Network Elements. All DS1 Feeder Interfaces will terminate to Supra Telecom's Collocation Space within the BSWC that serves the RT where Supra Telecom's subloops are connected. Subloop Concentration Multiplexing Functionality service is offered with or without concentration and with or without a protection DS1. If BellSouth deploys a different technology for Subloop Concentration Multiplexing Functionality in its network, the Parties will negotiate rates, terms and conditions for Supra Telecom's access to such Subloop Concentration Multiplexing Functionality.
- 5.3.3.9 If technically feasible, BellSouth shall provide Supra Telecom access to the Subloop Concentration Multiplexing Functionality in response to a specific Supra Telecom request. Otherwise, Supra Telecom would be required to place a cross-box, remote terminal, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Supra Telecom's subloops to then be placed on the Subloop Concentration Multiplexing Functionality.
- 5.3.3.10 The Subloop Concentration Multiplexing Functionality shall be provided to Supra Telecom in accordance with applicable industry standard technical references.
- 5.3.3.11 BellSouth shall provide Supra Telecom real time performance and alarm data that may affect Supra Telecom's traffic, if and when technically feasible and to partition such data for Supra Telecom where feasible.
- 5.3.3.12 At Supra Telecom's option BellSouth shall provide Supra Telecom with real time ability to initiate non service-affecting tests on the

underlying device that provides Subloop Concentration Multiplexing Functionality.

#### 5.4 **Subloop Feeder**

##### 5.4.1 Definition

5.4.1.1 The Subloop Feeder is the Network Element that provides connectivity between (1) a FDI associated with Subloop Distribution and a termination point appropriate for the media in a central office, or (2) a Subloop Concentration Multiplexing Functionality provided in a remote terminal and a termination point appropriate for the media in a central office. If technically feasible, BellSouth shall provide Supra Telecom physical access to the FDI, and the right to connect the Subloop Feeder to the FDI in response to a specific Supra Telecom request. Otherwise, BellSouth shall provide the necessary cabling between BellSouth's equipment (i.e., FDI) and Supra Telecom's equipment.

5.4.1.2 The physical medium of the Subloop Feeder may be copper twisted pair, coaxial (if deployed), or single or multi-mode fiber. In certain cases, BellSouth must provide a copper twisted pair loop even in instances where the medium of the Subloop Feeder for services that BellSouth offers is other than a copper facility, and in such cases, the special construction process will be used to determine the cost of placing new copper facilities.

##### 5.4.2 Requirements for Subloop Feeder

5.4.2.1 The Subloop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, or analog radio frequency signals, where available in BellSouth's network.

5.4.2.2 BellSouth shall provide appropriate power for all active elements in the Subloop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up when the equipment is located in an outside plant RT, where BellSouth provides such functionality to itself.

##### 5.4.3 Additional Requirements for Special Copper Subloop Feeder Medium

5.4.3.1 In addition to requirements set forth in Section 5.4.2 above, and where available in the BellSouth network, Supra Telecom may require BellSouth to provide copper twisted pair Subloop Feeder which are unfettered by any intervening equipment (e.g. filters, load coils, and range extenders), so that Supra Telecom can use these Subloop Feeders for a variety of services by attaching appropriate terminal equipment at the ends.

- 5.4.4 Additional Technical Requirements for DS1 Conditioned Subloop Feeder
  - 5.4.4.1 In addition to the requirements set forth in this Section and where available in the BellSouth network, Supra Telecom may designate that the Subloop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the applicable industry standard technical references.
- 5.4.5 Additional Technical Requirements for Optical Subloop Feeder
  - 5.4.5.1 Where available in BellSouth's network Supra Telecom may designate that Subloop Feeder will transport DS3 and OCn (where n is defined in the industry standard technical reference.). The requirements for such transport are defined in the applicable industry standard technical references.
- 5.4.6 Interface Requirements
  - 5.4.6.1 If Supra Telecom desires access to unbundled Subloop Feeder in a BellSouth Central Offices, the Subloop Feeder point of termination ("POT") will be as follows:
    - 5.4.6.1.1 Copper twisted pairs shall terminate on the MDF;
    - 5.4.6.1.2 DS1 Subloop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and
    - 5.4.6.1.3 Fiber Optic cable shall terminate on a LGX.

**6. SWITCHING CAPABILITIES**

- 6.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 6.3 of this Attachment 2, to Supra Telecom for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Supra Telecom for the provision of a telecommunications service only in the limited circumstance described in Section 6.10 of this Attachment 2.
- 6.2 Except as otherwise provided for herein, BellSouth shall not impose any restrictions on Supra Telecom regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of BellSouth's network by BellSouth or any other telecommunications carrier.

- 6.3 Local Circuit Switching Capability, including Tandem Switching Capability.
- 6.3.1 Definition
  - 6.3.1.1 Local Circuit Switching capability is defined as: (A) line-side facilities, which, include but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's end users, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to, customer calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; and (D) switching provided by remote switching module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
  - 6.3.1.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Supra Telecom in cases where Supra Telecom serves a fourth line or more to an end users' physical locations, provided that BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport (also known as enhanced extended link ("EEL")) throughout Density Zone 1, and BellSouth's local circuit switches are located in those locations specified in Sections 6.3.1.2.1 and 6.3.1.2.2 below.
    - 6.3.1.2.1 The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and
    - 6.3.1.2.2 Density Zone 1, as defined in 47 C.F.R. § 69.123, as of January 1, 1999.
    - 6.3.1.2.3 BellSouth will not be allowed to aggregate lines provided to multiple locations of a single customer, within the same MSA, to restrict Supra's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer.
  - 6.3.1.3 When BellSouth provides the local circuit switching, BellSouth will provide to Supra Telecom, upon request, customized routing (selective

routing) of calls: (i) to a requested directory assistance services platform; (ii) to a requested operator services platform; (iii) for Supra Telecom's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by Supra Telecom or (iv) to a repair center. Supra Telecom end users may use the same dialing arrangements as BellSouth end users. BellSouth shall allow Supra Telecom to commingle local and toll OS and/or DA traffic on existing OS and/or FGD trunks. Customized routing will include but not be limited to the customized routing of inter-switch traffic on a wire center basis to a port other than the standard routing used by BellSouth.

- 6.3.2 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 6.3.2.1 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Supra's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 6.3.2.2 Provided that Supra purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an end user of one Party and terminated to an end user of itself or the other Party where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for calls that originate and terminate in the same LATA (except for those calls originated and terminated through switched access arrangements) and that use the BellSouth LPIC. Intercarrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows 1, 3, 5, 7, 9, 10, 11 and 12 set forth in Exhibit B to this Attachment.
- 6.3.2.3 Where Supra purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Supra end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Supra



shall be as described in BellSouth's UNE Local Call Flows 1, 3, 5, 7, 9, 10, 11 and 12 set forth in Exhibit B to this Attachment.

- 6.3.2.4 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Supra the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.
- 6.3.2.5 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Supra shall not bill BellSouth originating or terminating switched access for such calls.
- 6.4 **AIN Customized (Selective) Carrier Routing**
- 6.4.1 BellSouth will provide AIN customized carrier routing at the request of Supra Telecom. AIN customized carrier routing will provide Supra Telecom with the capability of routing operator calls, 0+ and 0- and 0+NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls, to pre-selected destinations.
- 6.4.2 Supra Telecom shall order AIN customized carrier routing through its Account Team. AIN customized carrier routing must first be established regionally and then on a per central office, per state basis.
- 6.4.3 AIN customized carrier routing is not available in DMS 10 switches.
- 6.4.4 Where AIN customized carrier routing is utilized by Supra Telecom, the routing of Supra Telecom's end user calls shall be pursuant to information provided by Supra Telecom and stored in BellSouth's AIN customized carrier routing service control point database. AIN customized carrier routing shall utilize a set of line class codes ("LCCs") unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN customized carrier routing is established.
- 6.4.5 Upon ordering of AIN customized carrier routing regional service, Supra Telecom shall remit to BellSouth the regional service order non-recurring charges set forth in Exhibit A of this Attachment, incorporated herein by this reference. There shall be a non-recurring end office establishment charge per office due at the addition of each central office where AIN customized carrier routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment, incorporated herein by this reference. For each Supra Telecom end user activated, there shall be a non-recurring end user establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of this Section 6.4, incorporated herein

by this reference. Supra Telecom shall pay the AIN customized carrier routing per query charge set forth in Exhibit A of this Attachment, incorporated herein by this reference.

- 6.4.6 The regional service order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Customized Carrier Routing Order Request-Form A, Central Office AIN Customized Carrier Routing Order Request-Form B, AIN\_SCR Central Office Identification Form-Form C, AIN\_SCR Routing Options Selection Form-Form D, and Routing Combinations Table-Form E. BellSouth has thirty (30) days to respond to the client's fully completed firm order as a regional service order. With the delivery of this firm order response to Supra Telecom, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the regional service order payment must be paid when at least 90% of the central offices listed on the original order have been turned up for the service.
- 6.4.7 The non-recurring end office establishment charge will be billed to Supra Telecom following BellSouth's normal monthly billing cycle for this type of order.
- 6.4.8 End user establishment orders will not be turned-up until the second payment is received for the regional service order. The non-recurring end user establishment charges will be billed to Supra Telecom following BellSouth's normal monthly billing cycle for this type of order.
- 6.4.9 Additionally, the AIN customized carrier routing per query charge will be billed to Supra Telecom following the normal billing cycle for per query charges.
- 6.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc., will be billed accordingly per contracted rates.
- 6.5 Technical Requirements
- 6.5.1 Local Switching shall be at least equal to the requirements for Local Switching set forth in the applicable industry standard technical references.
- 6.5.2 BellSouth's local switch shall maintain translations necessary to direct AIN queries for selected lines and dialing sequences to the Supra Telecom Signaling System 7 ("SS7") network.
- 6.5.3 BellSouth's local switch shall accept mutually agreeable AIN responses from the Supra Telecom Service Control Point ("SCP") via SS7

network interconnection then continue call handling according to instructions contained in the response.

- 6.5.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 6.5.5 BellSouth shall activate service for an Supra Telecom end user or network interconnection on any of the local circuit switching interfaces. This includes provisioning changes to change an end user from BellSouth's services to Supra Telecom's services without loss of switch feature functionality as defined in this Agreement.
- 6.5.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests ("MLT") and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 6.5.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact local circuit switching.
- 6.5.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 6.5.9 BellSouth shall perform manual call trace and permit end user originated call trace.
- 6.5.10 For local switching used as 911 Tandems, BellSouth shall allow interconnection from Supra Telecom local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point ("PSAP").
- 6.5.11 Special Services provided by BellSouth will include the following:
  - 6.5.11.1 Essential service lines;
  - 6.5.11.2 Telephone Service Prioritization;
  - 6.5.11.3 Related services for handicapped;
  - 6.5.11.4 Soft dial tone where required by law; and
  - 6.5.11.5 Any other service required by law.
- 6.5.12 BellSouth shall provide Switching Service Point ("SSP") capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch ("STPS"). These capabilities shall

adhere to the technical specifications set forth in the applicable industry standard technical references.

- 6.5.13 BellSouth shall provide interfaces to adjuncts in accordance with the technical specifications set forth in the applicable industry standard technical references. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 6.5.14 BellSouth shall provide performance data regarding an end user line, traffic characteristics or other measurable elements to Supra Telecom , upon a reasonable request from Supra Telecom. Supra Telecom will pay BellSouth for all costs incurred to provide such performance data through the process set forth in Supra Telecom Section 13 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 6.5.15 BellSouth shall offer to Supra Telecom all AIN triggers which are supported by BellSouth for offering AIN-based services in accordance with the technical specifications set forth in the applicable industry standard technical references. Triggers that are currently available include:
  - 6.5.15.1 Off-Hook Immediate,
  - 6.5.15.2 Off-Hook Delay,
  - 6.5.15.3 Termination Attempt,
  - 6.5.15.4 3/6/10 Public Office Dialing Plan,
  - 6.5.15.5 Feature Code Dialing,
  - 6.5.15.6 Customer Dialing Plan.
- 6.5.16 When additional triggers are supported by BellSouth, BellSouth will make these triggers available to Supra Telecom :
  - 6.5.16.1 Private EAMF Trunk,
  - 6.5.16.2 Shared Interoffice Trunk (EAMF, SS7),
  - 6.5.16.3 N11,
  - 6.5.16.4 Automatic Route Selection.
- 6.5.17 If a Supra Telecom end user subscribes to Supra Telecom provided voice mail and messaging services, BellSouth shall redirect incoming calls to the Supra Telecom system based upon presubscribed service

arrangements (e.g., busy, don't answer, number of rings) through dedicated trunks provided by Supra Telecom. SMDI-E, IVMS, and any other corresponding signaling associated with voice mail messaging shall not be included within the cost of the UNE switching port. The appropriate rates are those found in the BellSouth tariff.

## 6.6 Tandem Switching

### 6.6.1 Definition

6.6.1.1 The Tandem Switching Capability is defined as:

6.6.1.1.1 Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;

6.6.1.1.2 The basic switch trunk function of connecting trunks to trunks; and

6.6.1.1.3 The functions that are centralized in 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.

6.6.1.2 BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by Supra Telecom, the results and reports of the testing shall be made immediately available to Supra Telecom.

6.6.1.3 BellSouth shall maintain Supra Telecom's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

6.6.1.4 BellSouth shall control congestion points and network abnormalities. Congestion control provided or imposed on Supra Telecom traffic shall be at parity with controls being provided or imposed on BellSouth traffic (e.g., BellSouth shall not block Supra Telecom traffic and leave its traffic unaffected or less affected).

6.6.1.5 Tandem Switching shall process originating toll-free traffic received from an Supra Telecom local switch.

6.6.1.6 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

6.6.1.7 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

## 6.7 **Interface Requirements**

6.7.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

6.7.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

6.7.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

6.7.4 Tandem Switching shall interconnect with Supra Telecom 's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At Supra Telecom 's request, Tandem Switching shall record and keep records of traffic for billing.

## 6.8 **High Frequency Spectrum Network Element**

6.8.1 General

6.8.2 BellSouth shall provide Supra Telecom access to the high frequency spectrum of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

6.8.2.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Supra Telecom the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Supra Telecom shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

- 6.8.3 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 6.8.4 BellSouth will provide Loop Modification to Supra Telecom on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 6.10 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit A of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Supra Telecom requests that BellSouth modify a Loop longer than 18,000 ft. and such modification significantly degrades the voice services on the Loop, Supra Telecom shall pay for the Loop to be restored to its original state.
- 6.9 **Provisioning of High Frequency Spectrum and Splitter Space**
- 6.9.1 BellSouth will provide Supra Telecom with access to the High Frequency Spectrum as follows:
- 6.9.1.1 To order High Frequency Spectrum on a particular Loop, Supra Telecom must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop.
- 6.9.1.2 Supra Telecom may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of Supra Telecom's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.
- 6.9.1.3 Once a splitter is installed on behalf of Supra Telecom in a central office in which Supra Telecom is located, Supra Telecom shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Supra Telecom shall pay the electronic or manual ordering charges as applicable when Supra Telecom orders High Frequency Spectrum for end-user service.

- 6.9.1.4 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Supra Telecom access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Supra Telecom's xDSL equipment in Supra Telecom's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide Supra Telecom with a carrier notification letter, informing Supra Telecom of change. Supra Telecom shall purchase ports on the splitter in increments of 8 or 24 ports.
- 6.9.1.5 BellSouth will install the splitter in (i) a common area close to Supra Telecom's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Supra Telecom's DS0 termination point as possible. Supra Telecom shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Supra Telecom on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Supra Telecom DS0 at such time that a Supra Telecom end user's service is established.
- 6.9.1.6 Supra Telecom may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Supra Telecom may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply.
- 6.9.1.7 Any splitters installed by Supra Telecom in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Supra Telecom may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 6.9.1.8 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Supra Telecom desires to continue providing xDSL service on such Loop, Supra Telecom shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give Supra Telecom notice in a reasonable time prior to disconnect, which notice shall give Supra Telecom an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which



BellSouth no longer provides voice service to the end user and Supra Telecom purchases the full stand-alone Loop, Supra Telecom may elect the type of loop it will purchase. Supra Telecom will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event Supra Telecom purchases a voice grade Loop, Supra Telecom acknowledges that such Loop may not remain xDSL compatible.

6.9.1.9 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

6.9.2 **Ordering**

6.9.2.1 Supra Telecom shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

6.9.2.2 BellSouth will provide Supra Telecom the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

6.9.2.2.1 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.

6.9.2.2.2 BellSouth will provide Supra Telecom access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Supra Telecom shall pay the rates for such services, as described in Exhibit A.

6.9.2.2.3 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for Supra Telecom's data.

6.9.3 **Maintenance and Repair**

6.9.3.1 Supra Telecom shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If Supra Telecom is using a BellSouth owned splitter, Supra Telecom may access the loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If Supra Telecom provides its own splitter, it may test from the collocation space or the Termination Point.

6.9.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Supra Telecom will be

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

- 6.9.3.3 Supra Telecom shall inform its end users to direct data problems to Supra Telecom, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 6.9.3.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 6.9.3.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Supra Telecom, BellSouth will notify Supra Telecom. Supra Telecom will provide no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Supra Telecom will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Supra Telecom's access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

#### 6.9.4 **Line Splitting**

##### 6.9.4.1 General

6.9.4.2 Line Splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. Supra Telecom shall provide BellSouth with a signed Letter of Authorization ("LOA") between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services.

6.9.4.3 The splitter may be provided by the Data LEC, Voice CLEC or BellSouth. When Supra Telecom or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the network interface device (NID) at the end user's location; a collocation cross connection connecting the loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; and a splitter. The loop and port cannot be a loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non

designed analog loop from the serving wire center to the network interface device (NID) at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

- 6.9.4.4 An unloaded 2-wire copper loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 6.9.4.5 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by Supra Telecom or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, a UNE port and two collocation cross connects. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, port, and one collocation cross connection.
- 6.8.2.1 When end users using High Frequency Spectrum CO Based line sharing service convert to Line Splitting, BellSouth will discontinue billing for the upper spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of Supra Telecom or its authorized agent to determine if the loop is compatible for Line Splitting Service. Supra Telecom or its authorized agent may use the existing loop unless it is not compatible with the Data LEC's data service and Supra Telecom or its authorized agent submits an LSR to BellSouth to change the loop.
- 6.8.2.2 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement. Where a UNE-P arrangement does not already exist, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop.
- 6.9.4.6 **Ordering**
- 6.9.4.6.1 Supra Telecom shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with Line Splitting.
- 6.9.4.6.2 BellSouth shall provide Supra Telecom the Local Service Request ("LSR") format to be used when ordering Line Splitting service.

- 6.9.4.6.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 6.9.4.6.4 BellSouth will provide Supra Telecom access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and Supra Telecom shall pay the rates for such services as described in Exhibit A.
- 6.9.4.6.5 BellSouth will provide loop modification to Supra Telecom on an existing loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 6.11 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: <HTTP://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit A of this Attachment.
- 6.9.4.7 **Maintenance**
- 6.9.4.7.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Supra Telecom will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 6.9.4.7.2 Supra Telecom shall inform its end users to direct data problems to Supra Telecom, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 6.9.4.7.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 6.9.4.7.4 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such loop.

6.9.4.7.5 If Supra Telecom is not the data provider, Supra Telecom shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees which arise out of actions related to the data provider.

6.9.5 **Remote Site High Frequency Spectrum**

6.9.5.1 General

6.9.5.1.1 BellSouth shall provide Supra Telecom access to the high frequency spectrum of the local sub-loop as an unbundled network element (UNE) only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

6.9.5.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Supra Telecom the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Supra Telecom shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

6.9.5.3 Access to the High Frequency Spectrum requires an unloaded, 2-wire (Non-Designed) copper sub loop. A unloaded Cooper sub loop has no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

6.9.5.4 BellSouth will provide Loop Modification to Supra Telecom on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. Procedures for High Frequency Spectrum (Remote Site) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit A of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Supra Telecom

requests modifications on a sub loop longer than 18,000 ft. and requested modifications significantly degrades the voice services on the loop, Supra Telecom shall pay for the loop to be restored to its original state.

- 6.9.5.5 Provisioning of High Frequency Spectrum and Splitter Space
  - 6.9.5.5.1 BellSouth will provide Supra Telecom with access to the High Frequency Spectrum as follows:
    - 6.9.5.5.1.1 To order High Frequency Spectrum on a particular Loop, Supra Telecom must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated at the remote site that serves the end-user of such Loop.
    - 6.9.5.5.1.2 Supra Telecom may provide its own splitters or may order splitters in a remote site once the Supra Telecom has installed its DSLAM at that remote site. BellSouth will install splitters within thirty-six (36) calendar days of Supra Telecom's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.
    - 6.9.5.5.1.3 Once a splitter is installed on behalf of Supra Telecom in a remote site in which Supra Telecom is located, Supra Telecom shall be entitled to order the High Frequency Spectrum on lines served out of that remote site. BellSouth will bill and Supra Telecom shall pay applicable for High Frequency Spectrum end-user activation.
- 6.9.6 **BellSouth Owned Splitter**
  - 6.9.6.1 BellSouth will select, purchase, install and maintain a splitter at the remote site. The Supra Telecom's meet point is at the BellSouth "cross connect" point located at the Feeder Distribution Interface (FDI). The Supra Telecom will provide a cable facility to the BellSouth FDI. BellSouth will splice the Supra Telecom's cable to BellSouth's spare binding post in the FDI and use "cross connects" to connect the Supra Telecom's cable facility to the BellSouth splitter. The splitter will route the high frequency portion of the circuit to the Supra Telecom's xDSL equipment in their collocation space. Access to the high frequency spectrum is not compatible with foreign exchange (FX) lines, ISDN, and other services listed in the technical section of this document.
  - 6.9.6.2 The BellSouth splitter bifurcates the digital and voice band signals. The low frequency voice band portion of the circuit is routed back to the BellSouth switch. The high frequency digital traffic portion of the circuit is routed to the xDSL equipment in the Supra Telecom's Remote Terminal (RT) collocation space and routed back to the Supra Telecom's network. At least 30 business days before making a

change in splitter suppliers, BellSouth will provide Supra Telecom with a carrier notification letter, informing Supra Telecom of change. Supra Telecom shall purchase ports on the splitter in increments of 24 ports.

6.9.6.3 BellSouth will install the splitter in (i) a common area close to Supra Telecom's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Supra Telecom's DS0 termination point as possible. Supra Telecom shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the remote site in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Supra Telecom DS0 at such time that a Supra Telecom end user's service is established.

#### 6.9.7 **CLEC Owned Splitter**

6.9.7.1 Supra Telecom may at its option purchase, install and maintain splitters in its collocation arrangements. Supra Telecom may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply. The CLEC will be required to activate cable pairs in no less than 8 (eight) pair increments.

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

6.9.7.3 The High Frequency Spectrum shall only be available on sub-loops provided by BellSouth that continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Supra Telecom desires to continue providing xDSL service on such sub-loop, Supra Telecom shall be required to purchase a full stand-alone sub-loop. To the extent commercially practicable, BellSouth shall give Supra Telecom notice in a reasonable time prior to disconnect, which notice shall give Supra Telecom an adequate opportunity to notify BellSouth of its intent to purchase such sub-loop. In those cases where BellSouth no longer provides voice service to the end user and Supra Telecom purchases the full stand-alone sub-loop, Supra Telecom may elect the type of sub-loop it will purchase. Supra Telecom will pay the appropriate recurring and non-recurring rates for such sub-loop as set forth in Exhibit A to this Attachment. In the event Supra Telecom purchases a

voice grade Loop, Supra Telecom acknowledges that such sub-loop may not remain xDSL compatible.

6.9.7.4 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

6.9.7.5 **Ordering**

6.9.7.5.1 Supra Telecom shall use BellSouth's Remote Splitter Ordering Document ("RSOD") to order and activate splitters from BellSouth or to activate CLEC owned splitters at an RT for use with High Frequency Spectrum.

6.9.7.5.2 BellSouth will provide Supra Telecom the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

6.9.7.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.

6.9.7.5.4 BellSouth will provide Supra Telecom access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Supra Telecom shall pay the rates for such services as described in Exhibit A.

6.9.7.5.5 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for Supra Telecom's data.

6.9.7.6 **Maintenance and Repair**

6.9.7.6.1 Supra Telecom shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If Supra Telecom is using a BellSouth owned splitter, Supra Telecom may access the loop at the point where the data signal exits. If Supra Telecom provides its own splitter, it may test from the collocation space or the Termination Point.

6.9.7.6.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Supra Telecom will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

6.9.7.6.3 Supra Telecom shall inform its end users to direct data problems to Supra Telecom, unless both voice and data services are impaired, in which event the end users should call BellSouth.



- 6.9.7.6.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 6.9.7.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Supra Telecom, BellSouth will notify Supra Telecom. Supra Telecom will provide no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Supra Telecom will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Supra Telecom's access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

## 6.10 **Packet Switching**

### 6.10.1 Definition

- 6.10.1.1 Packet Switching Capability. The packet switching capability Network Element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexer, including but not limited to:
- 6.10.1.1.1 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
  - 6.10.1.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
  - 6.10.1.1.3 The ability to extract data units from the data channels on the loops, and
  - 6.10.1.1.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 6.10.1.2 BellSouth shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
- 6.10.1.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier

systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

- 6.10.1.2.2 There are no spare copper loops capable of supporting the xDSL services Supra Telecom seeks to offer;
- 6.10.1.2.3 BellSouth has not permitted Supra Telecom to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the Supra Telecom obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319(b); and
- 6.10.1.2.4 BellSouth has deployed packet switching capability for its own use.
- 6.10.1.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

#### 6.11 **Unbundled Loop Modifications (Line Conditioning)**

- 6.11.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.
- 6.11.2 BellSouth shall condition Loops, as requested by Supra Telecom, whether or not BellSouth offers advanced services to the End User on that Loop.
- 6.11.3 In some instances, Supra Telecom will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Supra Telecom can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Supra Telecom will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit A of this Attachment.
- 6.11.4 In those cases where Supra Telecom has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.

- 6.11.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.
- 6.11.6 Supra Telecom shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Supra Telecom desires BellSouth to condition.
- 6.12 **Loop Makeup (LMU)**
- 6.12.1 Description of Service
- 6.12.1.1 BellSouth shall make available to Supra Telecom (LMU) information so that Supra Telecom can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Supra Telecom intends to install and the services Supra Telecom wishes to provide. This section addresses LMU as a preordering transaction, distinct from Supra Telecom ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.
- 6.12.1.2 BellSouth will provide Supra Telecom LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.
- 6.12.1.3 BellSouth's LMU information is provided to Supra Telecom as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 6.12.1.4 BellSouth's provisioning of LMU information to the requesting CLEC on facilities is contingent upon either BellSouth or the requesting CLEC owning the loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility owned by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI (Loop Makeup Service Inquiry) submitted by the requesting CLEC.

6.12.1.5 Supra Telecom may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop. The determination shall be made solely by Supra Telecom and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Supra Telecom's ability to provide advanced data services over the ordered loop type. Further, if Supra Telecom orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Supra Telecom is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

6.12.2 **Submitting Loop Makeup Service Inquiries**

6.12.2.1 Supra Telecom may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if Supra Telecom needs further loop information in order to determine loop service capability, Supra Telecom may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

6.12.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG) utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

6.12.3 **Loop Reservations**

6.12.3.1 For a Mechanized LMUSI, Supra Telecom may reserve up to ten Loop facilities. For a Manual LMUSI, Supra Telecom may reserve up to three Loop facilities.

6.12.3.2 Supra Telecom may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to Supra Telecom. During and prior to Supra Telecom placing an LSR, the reserved facilities are rendered

unavailable to other customers, including BellSouth. If Supra Telecom does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

6.12.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

#### 6.12.4 **Ordering of Other UNE Services**

6.12.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Supra Telecom will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, Supra Telecom does not reserve facilities upon an initial LMUSI, Supra Telecom's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit A of this Attachment.

6.12.4.2 Where Supra Telecom has reserved multiple Loop facilities on a single reservation, Supra Telecom may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Supra Telecom, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Supra Telecom. If the ordered Loop type is not available, Supra Telecom may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

### 7. **OPERATOR SERVICE AND DIRECTORY ASSISTANCE SERVICE**

7.1 BellSouth shall provide operator services and directory assistance on an unbundled basis at the rates set forth in Exhibit A only where BellSouth does not offer to Supra Telecom customized (selective) routing or compatible signalling protocol. In cases where Supra Telecom requests operator services and directory assistance and BellSouth offers customized (selective) routing, BellSouth and Supra Telecom will negotiate the rates, terms and conditions of said operator services and directory assistance services.

#### 7.2 **Operator Systems**

7.2.1 Definition

7.2.1.1 Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator

Service functions and Directory Assistance Service functions, each of which are described in detail below.

7.2.2 Operator Service

7.2.2.1 Definition

7.2.2.1.1 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (“ELI”), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

7.2.2.2 Requirements

7.2.2.2.1 When Supra Telecom requests BellSouth to provide Operator Services, the following requirements apply:

7.2.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

7.2.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

7.2.2.2.1.3 BellSouth shall process calls that are billed to Supra Telecom end user's calling card that can be validated by BellSouth.

7.2.2.2.1.4 BellSouth shall complete person-to-person calls.

7.2.2.2.1.5 BellSouth shall complete collect calls.

7.2.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

7.2.2.2.1.7 BellSouth shall complete station-to-station calls.

7.2.2.2.1.8 BellSouth shall process emergency calls.

7.2.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

7.2.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

7.2.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

- 7.2.2.2.1.12 BellSouth shall adhere to equal access requirements, providing Supra Telecom local end users the same IXC access as provided to BellSouth end users.
- 7.2.2.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Supra Telecom that BellSouth provides for its own operator service.
- 7.2.2.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 7.2.2.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Supra Telecom.
- 7.2.2.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to Supra Telecom in accordance with CLEC ODUF standards specified in Attachment 6 of this Agreement, incorporated herein by this reference.

#### 7.2.2.3 Interface Requirements

- 7.2.2.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Supra Telecom , the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

### 7.2.3 **Directory Assistance Service**

#### 7.2.3.1 Definition

- 7.2.3.1.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

#### 7.2.3.2 Requirements

- 7.2.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Supra Telecom 's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Supra Telecom may request such requirement pursuant to the Bona Fide Supra Telecom Request/New Business Process as set forth in General Terms and Conditions.

#### 7.2.3.3 Directory Assistance Service Updates

- 7.2.3.3.1 BellSouth shall update end user listings changes daily. These changes include:
  - 7.2.3.3.1.1 New end user connections: BellSouth will provide service to Supra Telecom that is equal to the service it provides to itself and its end users;
  - 7.2.3.3.1.2 End user disconnections: BellSouth will provide service to Supra Telecom that is equal to the service it provides to itself and its end users; and
  - 7.2.3.3.1.3 End user address changes: BellSouth will provide service to Supra Telecom that is equal to the service it provides to itself and its end users.
- 7.2.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 7.2.4 Branding for Operator Call Processing and Directory Assistance
  - 7.2.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Supra Telecom end users using Directory Assistance (“DA”)/Operator Call Processing (“OCP”) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Supra Telecom to have its calls custom branded with Supra Telecom’s name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.
  - 7.2.4.2 BellSouth offers four service levels of branding to Supra Telecom when ordering Directory Assistance and/or Operator Call Processing.
    - 7.2.4.2.1 Service Level 1 - BellSouth Branding
    - 7.2.4.2.2 Service Level 2 - Unbranded
    - 7.2.4.2.3 Service Level 3 - Custom Branding
    - 7.2.4.2.4 Service Level 4 - Self Branding (applicable only to Supra Telecom for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 7.2.5 For Resellers and Use with an Unbundled Port
  - 7.2.5.1 BellSouth Branding is the Default Service Level.



- 7.2.5.2 Unbranding, Custom Branding, and Self Branding require Supra Telecom to order selective routing for each originating BellSouth end office identified by Supra Telecom. Rates for Selective Routing are set forth in this Attachment.
- 7.2.5.3 Customer Branding and Self Branding require Supra Telecom to order dedicated trunking from each BellSouth end office identified by Supra Telecom, to either the BellSouth Traffic Operator Position System ("TOPS") or Supra Telecom Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 7.2.5.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Supra Telecom to the BellSouth TOPS. These calls are routed to "No Announcement."
- 7.2.6 For Facilities Based Carriers
  - 7.2.6.1 All Service Levels require Supra Telecom to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
  - 7.2.6.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Supra Telecom requires service.
- 7.2.7 Directory Assistance customized branding uses:
  - 7.2.7.1 the recording of the name;
  - 7.2.7.2 the front-end loading of the Digital Recorded Announcement Machine ("DRAM") in each TOPS switch.
- 7.2.8 Operator Call Processing customized branding uses:
  - 7.2.8.1 the recording of the name;
  - 7.2.8.2 the front-end loading of the DRAM in the TOPS Switch;
  - 7.2.8.3 the back-end loading in the audio units in the Automated Alternate Billing System ("AABS") in the Interactive Voice Subsystem ("IVS");
  - 7.2.8.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service ("EBAS") in the Network Applications Vehicle ("NAV").

7.2.9 BellSouth will provide to Supra Telecom purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Supra Telecom end users may use the same dialing arrangements as BellSouth end users, but obtain a Supra Telecom branded service.

## **8. INTEROFFICE TRANSMISSION FACILITIES**

8.1 BellSouth shall:

8.1.1 Provide Supra Telecom, upon request, exclusive use of interoffice transmission facilities dedicated to a particular end user or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

8.1.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Supra Telecom, upon request, could use to provide telecommunications services; and

8.1.3 Permit, to the extent technically feasible, Supra Telecom, upon request, to connect such interoffice facilities to equipment designated by Supra Telecom, including but not limited to, Supra Telecom's collocated facilities.

### **8.2 Shared Transport**

8.2.1 Definition

8.2.1.1 Shared Transport is defined as transmission facilities shared by more than one telecommunications carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches in BellSouth's network.

8.2.2 Technical Requirements

8.2.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for central office to central office connections in accordance with the applicable industry standard technical references.

8.2.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for central office to central office connections in accordance with the applicable industry standard technical references.

8.2.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

8.2.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

### 8.3 **Dedicated Transport**

#### 8.3.1 Definition

8.3.1.1 Dedicated transport is defined as BellSouth transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

8.3.1.2 BellSouth will, to the extent technically feasible, permit Supra Telecom to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

#### 8.3.1.3 **Local Channel**

8.3.1.3.1 The Local Channel is the dedicated transmission path between Supra Telecom's point of presence and the BSWC.

8.3.1.3.2 Local Channels may be used for either switched or non-switched traffic. Rates for Local Channels are contained in Exhibit A of this Attachment 2.

#### 8.3.1.4 Technical Requirements.

8.3.1.4.1 This Section sets forth technical requirements for all Dedicated Transport.

8.3.1.4.2 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to Supra Telecom designated traffic.

8.3.1.4.3 BellSouth shall offer Dedicated Transport in all documented bandwidth interfaces used within BellSouth's network, including, but not limited to, DS1 and DS3 and OCn

8.3.1.4.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements

specified for end user interface to central office connections in the technical reference set forth in the applicable industry standard technical reference.

- 8.3.1.4.5 For DS3 circuits, STS-1 circuits, and higher rate circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for end user interface to central office connections in the technical reference set forth in the applicable industry standard technical reference.
- 8.3.1.4.6 When requested by Supra Telecom, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 8.3.1.4.7 When physical diversity is requested by Supra Telecom , BellSouth shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by Supra Telecom ). BellSouth shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that Supra Telecom employs or until such time that Supra Telecom notifies BellSouth that physical diversity is no longer required.
- 8.3.1.4.8 Upon Supra Telecom 's request, BellSouth shall provide nondiscriminatory performance monitoring and Supra Telecom alarming.
- 8.3.1.4.9 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
  - 8.3.1.4.9.1 When Dedicated Transport is provided as a system, BellSouth shall design the system according to BellSouth's network infrastructure to allow for the termination points specified by Supra Telecom .
  - 8.3.1.4.9.2 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry standard technical references

## 8.4 **DARK FIBER**

### 8.4.1 Definition

- 8.4.1.1 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements

terminated to such strands to operationalize its transmission capabilities.

#### 8.4.2 Requirements

8.4.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to Supra Telecom.

8.4.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Supra Telecom's request subject to time and materials charges.

8.4.2.3 Supra Telecom may test the quality of the Dark Fiber to confirm its usability and performance specifications.

8.4.2.4 BellSouth shall use its best efforts to provide to Supra Telecom information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Supra Telecom ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Supra Telecom's use and may not allow any other party to use such media, including BellSouth.

8.4.2.5 BellSouth shall use its best efforts to make Dark Fiber available to Supra Telecom within thirty (30) business days after it receives written confirmation from Supra Telecom that the Dark Fiber previously deemed available by BellSouth is wanted for use by Supra Telecom. This includes identification of appropriate connection points (e.g., Light Guide Interconnection ("LGX") or splice points) to enable Supra Telecom to connect or splice Supra Telecom provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

8.4.2.6 Dark fiber shall meet the manufacturers' design specifications.

8.4.2.7 Supra Telecom may splice and test Dark Fiber obtained from BellSouth using Supra Telecom or Supra Telecom designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

## 9. **SIGNALING NETWORKS AND CALL-RELATED DATABASES**

9.1 BellSouth shall provide Supra Telecom access to signaling networks, call-related databases, and service management systems on an unbundled basis for the provision of a telecommunications service.

9.2 **Signaling Networks**

9.2.1 Signaling networks include, but are not limited to, signaling links and signaling transfer points. When Supra Telecom purchases unbundled switching capability from BellSouth, BellSouth shall provide access to its signaling network from that switch in the same manner in which it obtains access itself. BellSouth shall provide Supra Telecom with its own switching facilities access to BellSouth's signaling network for each of the Supra Telecom switches. This connection shall be made in the same manner as BellSouth connects one of its own switches to a signaling transfer point.

9.2.2 Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between Supra Telecom -designated Signaling Points of Interconnection ("SPOI") and BellSouth Point of Interconnection that provides appropriate physical diversity.

9.2.3 The network termination point where this interconnection takes place is called the STP port termination.

9.2.4 Technical Requirements

9.2.4.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.2.4.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.2.4.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch ("STPS") pair and consists of two links; and

9.2.4.2.2 As a "D/B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers ("CLECs")) and consists of four links.

9.2.4.3 A signaling link layer shall satisfy a performance objective such that:

9.2.4.3.1 There shall be no more than two minutes down time per year for an A-link layer; and

9.2.4.3.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

- 9.2.4.4 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
  - 9.2.4.4.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
  - 9.2.4.4.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D/B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.2.4.5 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the central office where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Supra Telecom local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and Supra Telecom will work jointly to establish mutually acceptable SPOIs.

## 9.2.5 **Signaling Transfer Points**

- 9.2.5.1 Definition
  - 9.2.5.1.1 Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the STPSs and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and STPS.
- 9.2.5.2 Technical Requirements
  - 9.2.5.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
    - 9.2.5.2.1.1 BellSouth Service Control Points/DataBases and
    - 9.2.5.2.1.2 Third-party-provided STPSs.
  - 9.2.5.2.2 The connectivity provided by STPs shall fully support the functions of all Network Elements and Supra Telecom or other third-party switching systems and STPs connected to BellSouth's SS7 network. This explicitly includes the use of BellSouth's SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth's SS7 network (i.e., transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services

Digital Network User Part ("ISDNUP") or Transaction Capabilities Application Part ("TCAP") user data that constitutes the content of the message.

- 9.2.5.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Supra Telecom local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the Supra Telecom local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.2.5.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.2.5.2.5 STPs shall provide on a non-discriminatory basis all functions of the Operations, Maintenance and Administration Part ("OMAP") commonly provided by STPs. All OMAP functions will be on a "where available" basis and can include:
  - 9.2.5.2.5.1 MTP Routing Verification Test ("MRVT") and
  - 9.2.5.2.5.2 SCCP Routing Verification Test ("SRVT").
- 9.2.5.2.6 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Supra Telecom or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Supra Telecom and BellSouth.
- 9.2.5.2.7 BellSouth STPs shall route mutually agreeable AIN responses from the Supra Telecom SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part ("SCCP") called party address.
- 9.2.5.2.8 STPs shall be equal to or better than the technical specifications set forth in the applicable industry standard technical references.

9.2.6 **Message Screening**



9.2.6.1 BellSouth shall set message screening parameters so as to accept messages from Supra Telecom local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the Supra Telecom switching system has a legitimate signaling relationship.

9.2.6.2 BellSouth shall set message screening parameters so as to accept messages destined to/from a Supra Telecom local or tandem switching system or to/from a Supra Telecom Service Control Point from any signaling point or network interconnected to the BellSouth SS7 network with which the Supra Telecom switching system has a legitimate signaling relationship.

### 9.3 **SS7 Advanced Intelligent Network (“AIN”) Access**

9.3.1 SS7 AIN Access shall provide the Supra Telecom SCP access to BellSouth local switch via interconnection of BellSouth SS7 and Supra Telecom SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Supra Telecom SCP as at least at parity with BellSouth’s SCP’s in terms of interfaces, performance and capabilities.

9.3.2 SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the Supra Telecom SS7 network to exchange TCAP queries and responses with a Supra Telecom SCP.

### 9.4 **Call-Related Databases**

9.4.1 Definition

9.4.1.1 Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. For purposes of switch query and database response through a signaling network, BellSouth shall provide access to its call-related databases, including but not limited to, the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. BellSouth shall not be required to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment. BellSouth shall allow Supra Telecom

when Supra Telecom has purchased BellSouth's local switching capability to use BellSouth's service control point element in the same manner, and via the same signaling links, as BellSouth itself. BellSouth shall allow Supra Telecom when it has deployed its own switch, and has linked that switch to BellSouth's signaling system, to gain access to BellSouth's service control point in a manner that allows Supra Telecom to provide any call-related database-supported services to customers served by Supra Telecom's switch. BellSouth shall provide Supra Telecom, upon request, with access to call-related databases in a manner that complies with section 222 of the Act.

9.4.2 A Service Control Point ("SCP") is a specific type of Database functionality deployed in a Signaling System 7 ("SS7") network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

9.4.3 Technical Requirements

9.4.3.1 Requirements for call-related databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call-related databases shall be provided in accordance with the following requirements:

9.4.3.1.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols, as specified in this Attachment 2, with TCAP as the application layer protocol.

9.4.3.1.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols.

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

9.4.4 **Database Availability**

9.4.4.1 Call-related databases shall have a maximum unscheduled unavailability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call-related databases will impact all service providers, including BellSouth, equally.

9.4.4.2 Any Supra Telecom order for data to be added, modified or deleted from the databases shall be consistent with the ordering and provisioning requirements of this Agreement.

9.4.4.3 BellSouth shall make available call-related database functionality and complete database transactions (e.g., add, modify or delete) for Supra Telecom customer records stored in BellSouth's databases on a basis that is equivalent to that which it provides to itself or third-party requesting telecommunications carriers.

9.4.5 **Line Information Database ("LIDB")**

9.4.5.1 Supra Telecom acknowledges that BellSouth will store in its LIDB only records relating to service in the BellSouth region.

9.4.5.2 Definition.

9.4.5.2.1 The LIDB is a transaction-oriented database accessible through Common Channel Signaling ("CCS") networks. It contains records associated with customer Line Numbers and Special Billing Numbers relating to service in the BellSouth region.

9.4.5.3 The LIDB Storage Agreement, which contains the terms and conditions for Supra Telecom's access to LIDB, is attached as Exhibit A to Attachment 6, incorporated herein by this reference.

9.4.6 **Toll Free Number Database**

9.4.6.1 The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

9.4.6.1.1 BellSouth shall make BellSouth Toll Free Number Database available for Supra Telecom to query with a toll-free number and originating information.

9.4.6.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

9.4.6.2 Interface Requirements

9.4.6.2.1 The signaling interface between the Supra Telecom or other local switch and the Toll-Free Number database shall use the TCAP protocol and in the signaling network interface as specified in the applicable industry standard technical references.

9.4.7 **Automatic Location Identification/Data Management System ("ALI/DMS")**

9.4.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

9.4.7.2 Technical Requirements

9.4.7.2.1 BellSouth shall Supra Telecom provide an electronic interface to the ALI/DMS database, through which Supra Telecom or its agent may provide a daily update of Supra Telecom Customer Information. BellSouth shall provide Supra Telecom with record input format, consistent with the requirements imposed on BellSouth by the Supra Telecom governmental body administering 911 services. BellSouth shall provide error reports from the ALI/DMS database to Supra Telecom as soon as possible, but in any event, within 24 hours after Supra Telecom or its agents enters information into the ALI/DMS database. The error reports may be provided electronically if Supra Telecom purchases the capability. If an electronic interface is not available as an offering or because of a system outage for Supra Telecom or its agents to provide daily updates to the ALI/DMS database or for BellSouth to provide error reports from the ALI/DMS database, BellSouth shall establish a process or procedure to receive, send and process within one business day Supra Telecom Customer Information. The error files will contain the Supra Telecom reference date and file number of the original record sent.

9.4.7.2.2 The ALI/DMS database shall contain the following end user information:

9.4.7.2.2.1 Name;

9.4.7.2.2.2 Address;

9.4.7.2.2.3 Telephone number; and

9.4.7.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

9.4.7.2.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Supra Telecom requests otherwise and shall be updated if Supra Telecom requests, provided Supra Telecom supplies BellSouth with the updates.

- 9.4.7.2.4 When Remote Call Forwarding (“RCF”) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or “forwarded-to” number and an indication that the number is ported shall be added to the end user record.
- 9.4.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 9.4.7.2.6 At either Party’s option, however not to exceed annually unless otherwise agreed to by the Parties, the databases of both Parties shall be compared for accuracy and uniformity. If any discrepancies are found as a result of the comparison, the Parties shall work cooperatively to correct the discrepancies within a reasonable time. The cost of the implementation of the request made other than annually shall be borne by the Party making the request.
- 9.4.7.3 Interface Requirements
- 9.4.7.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for Supra Telecom customers shall meet industry standards.
- 9.4.8 **Directory Assistance Database Service (“DADS”)**
- 9.4.8.1 Directory Assistance (“DA”) database contains all customer data in the database used by BellSouth to provide its own DA service and where BellSouth is authorized to include the customer data of a telecommunications carrier in the database available to Supra Telecom. BellSouth shall provide access to the DA database in one of two manners.
- 9.4.8.2 BellSouth shall make its Directory Assistance Database Service (“DADS”) available solely for the expressed purpose of providing Directory Assistance type services to Supra Telecom end users. Directory Assistance type service is defined as a service that allows Supra Telecom end users to obtain the name, telephone numbers and addresses of other subscribers of telecommunications services. Supra Telecom agrees that Directory Assistance Database Service (“DADS”) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted use, Supra Telecom shall not disclose DADS and shall provide due care in providing for the security and confidentiality of DADS. Further, Supra

Telecom authorizes the inclusion of Supra Telecom 's Directory Assistance listings in the BellSouth Directory Assistance products.

- 9.4.8.3 BellSouth shall provide Supra Telecom initially with a base file of subscriber listings which reflect all listing change activity occurring since Supra Telecom 's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Supra Telecom and BellSouth. Supra Telecom agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 9.4.8.4 BellSouth will require approximately one month after receiving an order to prepare the base file. BellSouth will provide daily updates to Supra Telecom which will reflect listing change activity occurring since Supra Telecom 's most recent update. BellSouth shall provide updates to Supra Telecom on a business, residence, or combined business and residence basis. Supra Telecom agrees that the updates shall be used solely to keep the information current. Delivery of daily updates will commence the day after Supra Telecom receives the base file.
- 9.4.8.5 BellSouth is authorized to include Supra Telecom Directory Assistance listing information in its Directory Assistance Database Service. Any other use by BellSouth of Supra Telecom Directory Assistance listing information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to Supra Telecom .
- 9.4.8.6 BellSouth shall provide to Supra Telecom, upon request, via DADs, the names and addresses for BellSouth.
- 9.4.8.7 Supra Telecom and other telecommunication carriers' subscribers that have unlisted and non-published directory listings. The data files shall contain a special indicator showing that the subscribers account is unlisted or unpublished.
- 9.4.8.8 Rates for DADS are as set forth in Exhibit A of this Attachment 2.
- 9.4.8.9 Direct Access to Directory Assistance Service ("DADAS") will provide Supra Telecom 's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Supra Telecom to utilize its own switch, operator workstations and optional audio subsystems.
- 9.4.8.10 BellSouth will provide DADAS from its DA location. Supra Telecom will access the DADAS system via BellSouth provided point of availability.

Supra Telecom has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from BellSouth as rates and charges billed separately from the charges associated with this offering.

- 9.4.8.11 A specified interface to each Supra Telecom subsystem will be provided by BellSouth. Interconnection between Supra Telecom 's system and a specified BellSouth location will be pursuant to the use of Supra Telecom -owned or Supra Telecom -leased facilities and shall be appropriate sized based upon the volume of queries being generated by Supra Telecom.
- 9.4.8.12 The specifications for the three interfaces necessary for interconnection are available in the following documents:
  - 9.4.8.12.1 DADAS to Subscriber Operator Position System – Northern Telecom Document CSI-2300-07; Universal Gateway/Position Message Interface Format Specification;
  - 9.4.8.12.2 DADAS to Subscriber Switch – Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and Supra Telecom Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
  - 9.4.8.12.3 DADAS to Audio Subsystem (Optional) – Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol – Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
  - 9.4.8.12.4 Rates for DADAS are as set forth in Exhibit A of this Attachment 2.

#### 9.4.9 **Calling Name Delivery Database Service**

- 9.4.9.1 Calling Name Delivery Database Service (“CNAM”) provides Supra Telecom the ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party’s name before the call is answered. This service also provides Supra Telecom the opportunity to load and store its subscriber name in the BellSouth CNAM SCPs.
- 9.4.9.2 The CNAM Database Service Agreement is included as Exhibit C to this Attachment 2 and incorporated herein by this reference.

### **10. SERVICE MANAGEMENT SYSTEM**

- 10.1 Definition

- 10.1.1 A Service Management System is defined as a computer database or system not part of the public switched network that, among other things: (1) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call. BellSouth shall provide Supra Telecom, upon request, with access to a Service Management System in a manner that complies with Section 222 of the Act.
- 10.2 BellSouth shall provide Supra Telecom with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.
- 10.3 BellSouth shall provide Supra Telecom the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that BellSouth provides itself.
- 10.4 BellSouth shall provide access to any and all BellSouth non-proprietary service applications resident in BellSouth's SCP. Such access may be from Supra Telecom's switch or BellSouth's unbundled Local Switching element.
- 10.5 Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 10.6 BellSouth's Service Creation Environment ("SCE") and Service Management System ("SMS") Advanced Intelligent Network ("AIN") Access shall provide Supra Telecom the capability that will allow Supra Telecom to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. Supra Telecom's service applications interact with AIN triggers provisioned on a BellSouth SSP. BellSouth shall provide Supra Telecom access to the BellSouth Service Creation Environment in a manner equal to what BellSouth provides itself or requesting telecommunications carriers.
- 10.7 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Supra Telecom. Scheduling procedures shall provide Supra Telecom equivalent priority to these resources.



- 10.8 BellSouth SCP shall partition and protect Supra Telecom service logic and data from unauthorized access, execution or other types of compromise.
- 10.9 When Supra Telecom selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Supra Telecom to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 10.10 When Supra Telecom selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components.
- 10.11 When Supra Telecom selects SCE/SMS AIN Supra Telecom Access for providing services on Supra Telecom 's network, BellSouth and Supra Telecom will work cooperatively to resolve technical and provisioning issues.

**11. TRUNK INTERFACE REQUIREMENTS**

- 11.1 If a municipality has converted to E911 service, Supra Telecom will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, Supra Telecom will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is in parity with BellSouth's handling of 911 calls from its customers.
- 11.2 **911/E911 Trunks**
  - 11.2.1 Local Switch and Access Tandem Trunks
    - 11.2.1.1 BellSouth shall provide trunks groups provisioned exclusively to carry intraLATA traffic, as designated by Supra Telecom.
    - 11.2.1.2 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by Supra Telecom.
    - 11.2.1.3 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At Supra Telecom 's request, MF trunks may be substituted for SS7 trunks where applicable.

- 11.2.1.4 BellSouth shall simultaneous route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.
- 11.3 911 and E911
  - 11.3.1 If Supra Telecom orders Services and Elements, then Supra Telecom is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.
  - 11.3.2 Definition
    - 11.3.2.1 The 911 and E911 are requirements that provide a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911). 911 Arrangements are arrangements for routing 911 calls from Supra Telecom end users to the appropriate PSAP, passing certain end user information for display at the PSAP answering station based on the class of 911 service (911 or E911) deployed in the area. BellSouth shall provide 911 Arrangements to Supra Telecom in accordance with the provisions below in areas where Supra Telecom is authorized to provide local exchange service and BellSouth is the 911 service provider. The provisions in this Section apply only to 911 Arrangements. The 911 functionality for Local Services Resale shall be governed by provisions in Attachment 1 of this Agreement incorporated herein by reference. In providing 911 Arrangements to Supra Telecom, BellSouth shall comply with all laws, rules and regulations concerning emergency services. The 911 and E911 functions provided to Supra Telecom shall be at least equal in quality and functionality with the support and services that the BellSouth provides to its own retail end users.
  - 11.3.3 Requirements
    - 11.3.3.1 911 Service Provisioning. For 911 service, BellSouth will provide to Supra Telecom a list consisting of each municipality that subscribes to 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Supra Telecom will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Supra Telecom will be required to route that call to BellSouth at the appropriate to install dedicated facilities from its serving wire center to the appropriate BellSouth tandem or end office.

When a municipality converts to E911 service, Supra Telecom will be required to discontinue the 911 procedures and being using E911 procedures.

11.3.3.2 E911 Service Provisioning. For E911 service, Supra Telecom will be required to install a minimum of two dedicated trunks originating from the Supra Telecom serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency (“MF”) pulsing that will deliver automatic number identification (“ANI”) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Supra Telecom will be required to provide BellSouth daily updates to the E911 database. Supra Telecom will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Supra Telecom will be required to route the call to a designated 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth’s interoffice network and will not carry the ANI of the calling party. Supra Telecom shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

#### 11.3.4 Technical Requirements

11.3.4.1 At Supra Telecom ’s request, BellSouth and Supra Telecom shall establish dedicated trunk groups to route E911 calls placed by Supra Telecom end users to the appropriate BellSouth 911 tandem or selective router. Trunks shall be established as CAMA MF trunks until SS7 connectivity is available. Thereafter, trunks shall be established with SS7 signaling.

11.3.4.2 BellSouth shall provision 911 trunks within 30 calendar days of receipt of Supra Telecom ’s order, or such shorter time as may be established by law, rule, regulation or Commission or F.C.C. order. Alternatively, at its option, Supra Telecom may provide the trunks. Regardless of which party provides the trunks, prior to placing a trunk in service BellSouth and Supra Telecom shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.

11.3.4.3 BellSouth shall assure sufficient capacity at the 911 tandem or selective router to meet Supra Telecom ’s requests for interconnection

within 30 calendar days after receipt of the request. There shall be no limit on the number of trunks used by Supra Telecom to connect to the 911 tandem or selective router. Interconnection to the 911 tandem shall be established to provide path and route diversity.

- 11.3.4.4 BellSouth shall provide the following information to Supra Telecom, and shall promptly notify Supra Telecom of any changes:
  - 11.3.4.4.1 BellSouth processes and requirements for ordering trunks for 911 trunks and interconnection to the 911 tandem or selective router.
  - 11.3.4.4.2 Trunk group specifications.
  - 11.3.4.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and IS code and address.
  - 11.3.4.4.4 Description of BellSouth's diversity for facility routing.
  - 11.3.4.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
- 11.3.5 E911 Call Routing and Provision Customer Information to PSAP
  - 11.3.5.1 BellSouth shall route E911 calls delivered by Supra Telecom to BellSouth's 911 tandems or selective routers to PSAPs in the same manner that BellSouth routes E911 calls from its own retail customers. BellSouth shall provide and validate Supra Telecom customer information from the ALI/ANI database in the same manner BellSouth provides and validates information for its own retail customers.
  - 11.3.5.2 BellSouth shall automatically update the ALI/DMS databases with respect to NPA split conversions.
- 11.3.6 Master Street Address Guide ("MSAG")
  - 11.3.6.1 BellSouth shall provide Supra Telecom access to the MSAG at least equal in quality and functionality with the access BellSouth provides to itself. BellSouth shall provide Supra Telecom with a complete copy of the MSAG via CD Rom which is usable with personal computers, free of charge, once each year. Quarterly updates for each state are available for an additional charge. BellSouth shall cooperate with Supra Telecom to ensure the accuracy of information about Supra Telecom Customers in the MSAG and shall assist in resolving any errors. If BellSouth discovers an error in the MSAG, BellSouth shall notify PSAPs and Supra Telecom of any errors in the MSAG concerning Supra Telecom Customers.

- 11.3.7 Other
- 11.3.7.1 BellSouth shall provide Supra Telecom with 10-digit emergency telephone numbers for operator handling of emergency calls, at least equal in quality and functionality with the provisions of such information to itself.
- 11.3.8 Technical References
- 11.3.8.1 BellSouth shall provide 911 Arrangements to Supra Telecom based upon modified NENA 2 Recommendations.
- 11.3.9 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Supra Telecom beyond applicable charges for BellSouth trunking arrangements.
- 11.3.10 The 911 and E911 functions provided to Supra Telecom shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 11.3.11 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Supra Telecom to follow in providing 911/E911 services.

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																						
<b>OPERATIONAL SUPPORT SYSTEMS</b>																						
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																						
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																						
	Manual Service Order Charge, per LSR, Disconnect Only (FL)				SOMAN		1.52		0.20													
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOME C																	
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																						
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.79	49.57	22.83	25.62	6.57		11.90										
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.27	49.57	22.83	25.62	6.57		11.90										
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	33.36	49.57	22.83	25.62	6.57		11.90										
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09					11.90										
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12					11.90										
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		48.11	22.01				11.90										
	Engineering Information Document (EI)			UEANL			12.28	12.28														
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00														
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02	23.02														
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																						
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.79	49.57	22.83	25.62	6.57		11.90										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.79	49.57	22.83	25.62	6.57		11.90										
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.27	49.57	22.83	25.62	6.57		11.90										
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.27	49.57	22.83	25.62	6.57		11.90										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	33.36	49.57	22.83	25.62	6.57		11.90										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	33.36	49.57	22.83	25.62	6.57		11.90										
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																						
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.50	135.75	82.47	63.53	12.01		11.90										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	19.57	135.75	82.47	63.53	12.01		11.90										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	37.82	135.75	82.47	63.53	12.01		11.90										
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.50	135.75	82.47	63.53	12.01		11.90										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	19.57	135.75	82.47	63.53	12.01		11.90										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	37.82	135.75	82.47	63.53	12.01		11.90										
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02															
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		131.83	38.27				11.90										
<b>4-WIRE ANALOG VOICE GRADE LOOP</b>																						
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	23.02	167.86	115.15	67.08	15.56		11.90										
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	31.07	167.86	115.15	67.08	15.56		11.90										

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)				
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	167.86	115.15	67.08	15.56		11.90								
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02													
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>																			
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.76	147.69	94.41	62.23	10.71		11.90								
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.38	147.69	94.41	62.23	10.71		11.90								
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	56.76	147.69	94.41	62.23	10.71		11.90								
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.02													
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121.17	33.09				11.90								
	<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>																			
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.76	147.69	94.41	62.23	10.71		11.90								
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.38	147.69	94.41	62.23	10.71		11.90								
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	56.76	147.69	94.41	62.23	10.71		11.90								
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		121.17	33.09				11.90								
	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>																			
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.65	149.53	103.85	75.05	15.63		11.90								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	17.08	149.53	103.85	75.05	15.63		11.90								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	33.00	149.53	103.85	75.05	15.63		11.90								
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02													
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.65	124.83	71.12	60.64	9.12		11.90								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	17.08	124.83	71.12	60.64	9.12		11.90								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	33.00	124.83	71.12	60.64	9.12		11.90								
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02													
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		124.83	29.33				11.90								
	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																			
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.97	159.09	113.41	75.05	15.63		11.90								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.46	159.09	113.41	75.05	15.63		11.90								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	26.00	159.09	113.41	75.05	15.63		11.90								
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02													
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.97	134.40	80.69	60.64	9.12		11.90								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.46	134.40	80.69	60.64	9.12		11.90								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	26.00	134.40	80.69	60.64	9.12		11.90								
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02													
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		134.40	29.33				11.90								
	<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																			
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	15.69	193.31	138.98	77.15	12.61		11.90								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.17	193.31	138.98	77.15	12.61		11.90								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	40.90	193.31	138.98	77.15	12.61		11.90								
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02													
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15.69	168.62	115.47	62.74	11.22		11.90								

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS RATES (\$)					
							First	Add'l	First	Add'l							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.17	168.62	115.47	62.74	11.22		11.90										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	40.90	168.62	115.47	62.74	11.22		11.90										
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02															
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		134.40	29.33				11.90										
	<b>4-WIRE DS1 DIGITAL LOOP</b>																					
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73.44	313.75	181.48	61.22	13.53		11.90										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	99.13	313.75	181.48	61.22	13.53		11.90										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	191.51	313.75	181.48	61.22	13.53		11.90										
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02															
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.25	40.04				11.90										
	<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>																					
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	26.39	161.56	108.85	67.08	15.56		11.90										
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	35.62	161.56	108.85	67.08	15.56		11.90										
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	68.82	161.56	108.85	67.08	15.56		11.90										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.39	161.56	108.85	67.08	15.56		11.90										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.62	161.56	108.85	67.08	15.56		11.90										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	68.82	161.56	108.85	67.08	15.56		11.90										
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02															
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.39	161.56	108.85	67.08	15.56		11.90										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.62	161.56	108.85	67.08	15.56		11.90										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	68.82	161.56	108.85	67.08	15.56		11.90										
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02															
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.67	38.68				11.90										
	<b>2-WIRE Unbundled COPPER LOOP</b>																					
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.65	148.50	102.82	75.05	15.63		11.90										
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.08	148.50	102.82	75.05	15.63		11.90										
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	33.00	148.50	102.82	75.05	15.63		11.90										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00														
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.65	123.01	70.09	60.64	9.12		11.90										
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.08	123.01	70.09	60.64	9.12		11.90										
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	33.00	123.01	70.09	60.64	9.12		11.90										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00														
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	37.07	148.50	102.82	75.05	15.63		11.90										
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	50.04	148.50	102.82	75.05	15.63		11.90										
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	96.67	148.50	102.82	75.05	15.63		11.90										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00														
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	37.07	123.81	70.09	60.64	9.12		11.90										
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	50.04	123.81	70.09	60.64	9.12		11.90										
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	96.67	123.81	70.09	60.64	9.12		11.90										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00														
	CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		123.81	31.41				11.90										
	<b>4-WIRE COPPER LOOP</b>																					



UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS RATES (\$)				
							First	Add'l	First	Add'l							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	18.03	177.87	132.76	77.15	17.73		11.90									
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	24.34	177.87	132.76	77.15	17.73		11.90									
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	47.02	177.87	132.76	77.15	17.73		11.90									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00													
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	18.03	153.18	100.03	62.74	11.22		11.90									
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	24.34	153.18	100.03	62.74	11.22		11.90									
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	47.02	153.18	100.03	62.74	11.22		11.90									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00													
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	64.52	177.87	132.76	77.15	17.73		11.90									
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	87.09	177.87	132.76	77.15	17.73		11.90									
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	168.25	177.87	132.76	77.15	17.73		11.90									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00													
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	64.52	153.18	100.03	62.74	11.22		11.90									
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	87.09	153.18	100.03	62.74	11.22		11.90									
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	168.25	153.18	100.03	62.74	11.22		11.90									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00													
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		123.81	31.41				11.90									
<b>LOOP MODIFICATION</b>																					
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEC	ULM2L		0.00	0.00													
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS	ULM2G		343.12	343.12				11.90									
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		0.00	0.00													
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		343.12	343.12				11.90									
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEC	ULMBT		10.52	10.52				11.90									
<b>SUB-LOOPS</b>																					
<b>Sub-Loop Distribution</b>																					
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487.23	487.23				11.90									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6.25	6.25				11.90									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25	169.25				11.90									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38.65	38.65				11.90									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.61	60.19	21.78	47.50	5.26		11.90									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	10.27	60.19	21.78	47.50	5.26		11.90									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	19.85	60.19	21.78	47.50	5.26		11.90									
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00													

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS RATES (\$)					
							First	Add'l	First	Add'l							SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.12	68.83	30.42	49.71	6.60		11.90										
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.96	68.83	30.42	49.71	6.60		11.90										
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	21.18	68.83	30.42	49.71	6.60		11.90										
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00														
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3.50	51.84	13.44	47.50	5.26		11.90										
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00														
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	6.68	55.91	17.51	49.71	6.60		11.90										
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00														
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	6.25	60.19	21.78	47.50	5.26		11.90										
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	8.44	60.19	21.78	47.50	5.26		11.90										
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	16.30	60.19	21.78	47.50	5.26		11.90										
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00														
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5.20	68.83	30.42	49.71	6.60		11.90										
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7.02	68.83	30.42	49.71	6.60		11.90										
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13.55	68.83	30.42	49.71	6.60		11.90										
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00														
	<b>Unbundled Sub-Loop Modification</b>																					
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11				11.90										
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11				11.90										
	Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		15.58	15.58				11.90										
	<b>Network Interface Device (NID)</b>																					
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		68.08	42.80				11.90										
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		110.48	85.20				11.90										
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63				11.90										
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63				11.90										
	<b>SUB-LOOPS</b>																					
	<b>Sub-Loop Feeder</b>																					
	USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL	USBFW		487.23					11.90										
	USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL	USBFX		6.25	6.25				11.90										
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		522.41	11.32				11.90										
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8.05	92.75	51.24	58.45	13.07		11.90										
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	10.87	92.75	51.24	58.45	13.07		11.90										
	Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	21.00	92.75	51.24	58.45	13.07		11.90										
	Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		23.02															
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8.05	92.75	51.24	58.45	13.07		11.90										
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	10.87	92.75	51.24	58.45	13.07		11.90										
	Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	21.00	92.75	51.24	58.45	13.07		11.90										
	Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		23.02															

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS RATES (\$)					
							First	Add'l	First	Add'l							SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8.05	92.75	51.24	58.45	13.07		11.90										
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	10.87	92.75	51.24	58.45	13.07		11.90										
	Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	21.00	92.75	51.24	58.45	13.07		11.90										
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		23.02															
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	17.26	106.92	64.46	63.54	14.83		11.90										
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	23.29	106.92	64.46	63.54	14.83		11.90										
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	45.00	106.92	64.46	63.54	14.83		11.90										
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02															
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	17.26	106.92	64.46	63.54	14.83		11.90										
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	23.29	106.92	64.46	63.54	14.83		11.90										
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	45.00	106.92	64.46	63.54	14.83		11.90										
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02															
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	17.04	109.71	66.68	60.21	12.49		11.90										
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	23.00	109.71	66.68	60.21	12.49		11.90										
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	44.43	109.71	66.68	60.21	12.49		11.90										
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		23.02															
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	17.04	109.71	66.68	60.21	12.49		11.90										
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	23.00	109.71	66.68	60.21	12.49		11.90										
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	44.43	109.71	66.68	60.21	12.49		11.90										
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	46.27	133.77	78.02	85.16	21.21		11.90										
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	62.45	133.77	78.02	85.16	21.21		11.90										
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	120.65	133.77	78.02	85.16	21.21		11.90										
	Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		23.02															
	Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	7.25	85.27	42.24	58.54	10.82		11.90										
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	9.79	85.27	42.24	58.54	10.82		11.90										
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	18.92	85.27	42.24	58.54	10.82		11.90										
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02															
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.22	99.66	57.20	60.98	12.28		11.90										
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	19.20	99.66	57.20	60.98	12.28		11.90										
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	37.09	99.66	57.20	60.98	12.28		11.90										
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02															
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	18.68	100.62	58.16	63.54	14.83		11.90										
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	25.21	100.62	58.16	63.54	14.83		11.90										
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	48.71	100.62	58.16	63.54	14.83		11.90										
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	18.68	100.62	58.16	63.54	14.83		11.90										
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	25.21	100.62	58.16	63.54	14.83		11.90										
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	48.71	100.62	58.16	63.54	14.83		11.90										
	Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		23.02															
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	18.68	100.62	58.16	63.54	14.83		11.90										
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	25.21	100.62	58.16	63.54	14.83		11.90										
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	48.71	100.62	58.16	63.54	14.83		11.90										

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		23.02															
<b>UNBUNDLED LOOP CONCENTRATION</b>																						
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	449.49	359.42	359.42				11.90										
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	53.44	149.76	149.76				11.90										
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	487.33	359.42	359.42				11.90										
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	90.05	149.76	149.76				11.90										
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	71.70	51.52	18.49	4.82		11.90										
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	16.59	16.50	6.77	6.73		11.90										
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	16.59	16.50	6.77	6.73		11.90										
	Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	16.59	16.50	6.77	6.73		11.90										
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.90	16.59	16.50	6.77	6.73		11.90										
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.10	16.59	16.50	6.77	6.73		11.90										
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.68	16.59	16.50	6.77	6.73		11.90										
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	16.59	16.50	6.77	6.73		11.90										
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	16.59	16.50	6.77	6.73		11.90										
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	16.59	16.50	6.77	6.73		11.90										
<b>UNE OTHER, PROVISIONING ONLY - NO RATE</b>																						
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX																	
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE																	
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UE	UNECN																	
<b>UNE OTHER, PROVISIONING ONLY - NO RATE</b>																						
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,U	UNECN	0.00	0.00															
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00															
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00															
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00															
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00															
<b>HIGH CAPACITY UNBUNDLED LOCAL LOOP</b>																						
<b>NOTE: 4 month minimum billing period</b>																						
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.92																
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84		11.90										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.92																
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84		11.90										
<b>LOOP MAKE-UP</b>																						
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17														
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07														
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.6784	0.6784														
<b>HIGH FREQUENCY SPECTRUM</b>																						
<b>SPLITTERS-CENTRAL OFFICE BASED</b>																						

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS RATES (\$)					
							First	Add'l	First	Add'l							SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Sharing Splitter, per System 96 Line Capacity - True up pending approval by PSC	R		ULS	ULSDA	119.72	379.13	0.00	347.90	0.00		11.90										
	Line Sharing Splitter, per System 24 Line Capacity - True up pending approval by PSC	R		ULS	ULSDB	29.93	379.13	0.00	347.90	0.00		11.90										
	Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	8.33	379.13	0.00	347.90	0.00		11.90										
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD) - True up pending approval by PSC			ULS	ULSDG				97.42			11.90										
<b>END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING</b>																						
	Line Sharing - per Line Activation - True up pending approval by PSC(BST Owned Splitter)			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61		11.90										
	Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(BST Owned Splitter)	R		ULS	ULSDS		21.68	16.44				11.90										
	Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(DLEC Owned Splitter)	R		ULS	ULSCS		21.68	16.44				11.90										
	Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		11.90										
	Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61																
	Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.638	29.68	21.28	19.57	9.61		11.90										
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61		11.90										
<b>UNBUNDLED TRANSPORT</b>																						
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>																						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091																
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03		11.90										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0091																
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03		11.90										
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091																
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03		11.90										
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0091																
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03		11.90										
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0091																
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03		11.90										
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>																						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1856																
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05		11.90										
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3</b>																						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.87																
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56		11.90										
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1</b>																						
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.87																
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56		11.90										
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																						

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months</b>																						
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1		1	ULDVX	ULDV2	21.94	265.84	46.97	37.63	4.00		11.90										
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2		2	ULDVX	ULDV2	29.62	265.84	46.97	37.63	4.00		11.90										
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 3		3	UNDVX	ULDV2	57.22	265.84	46.97	37.63	4.00		11.90										
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per month - Zone 1		1	ULDVX	ULDR2	21.94	265.84	46.97	37.63	4.00		11.90										
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 2		2	ULDVX	ULDR2	29.62	265.84	46.97	37.63	4.00		11.90										
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 3		3	ULDVX	ULDR2	57.22	265.84	46.97	37.63	4.00		11.90										
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1		1	UNDVX	ULDV4	22.81	266.54	47.67	44.22	5.33		11.90										
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2		2	UNDVX	ULDV4	30.79	266.54	47.67	44.22	5.33		11.90										
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3		3	UNDVX	ULDV4	59.48	266.54	47.67	44.22	5.33		11.90										
	Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	35.28	216.65	183.54	24.30	16.95		11.90										
	Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	47.63	216.65	183.54	24.30	16.95		11.90										
	Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	92.01	216.65	183.54	24.30	16.95		11.90										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.50																
	Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	531.91	556.37	343.01	139.13	96.84		11.90										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	8.50																
	Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	540.69	556.37	343.01	139.13	96.84		11.90										
<b>MULTIPLEXERS</b>																						
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	146.77	101.42	71.62	11.09	10.49		11.90										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	2.10	10.07	7.08				11.90										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month			UDN	UC1CA	3.66	10.07	7.08				11.90										
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	1.38	10.07	7.08				11.90										
	DS3 to DS1 Channel System per month			UXTD3	MQ3	211.19	199.28	118.64	40.34	39.07		11.90										
	STS1 to DS1 Channel System per month			UXTS1	MQ3	211.19	199.28	118.64	40.34	39.07		11.90										
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	13.76	10.07	7.08				11.90										
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	13.76	10.07	7.08				11.90										
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	13.76	10.07	7.08				11.90										
<b>DARK FIBER</b>																						
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	55.04																
	NRC Dark Fiber - Local Channel			UDF	UDFC4		751.34	193.88	356.21	230.11		11.90										
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	26.85																
	NRC Dark Fiber - Interoffice Channel			UDF	UDF14		751.34	193.88	356.21	230.11		11.90										
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	55.04																
	NRC Dark Fiber - Local Loop			UDF	UDFL4		751.34	193.88	356.21	230.11		11.90										
<b>TRANSPORT OTHER</b>																						
	Optional Features & Functions:																					
<b>8XX ACCESS TEN DIGIT SCREENING</b>																						
	8XX Access Ten Digit Screening, Per Call			OHD		0.0006252																
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.15	0.70				11.90										

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)				
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD		8.78	1.18	5.77	0.70		11.90									
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX	8.78	1.18	5.77	0.70		11.90									
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX	4.15	2.07				11.90									
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX	4.85	2.78				11.90									
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX	4.85	0.70				11.90									
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX	4.15	4.15				11.90									
	8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query			OHD		0.0006252														
	8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0.0006252														
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>																				
	LIDB Common Transport Per Query			OQT		0.0000203														
	LIDB Validation Per Query			OQU		0.0136959														
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX	55.13	55.13	55.13	55.13		11.90									
<b>SIGNALING (CCS7)</b>																				
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05														
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607														
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31	11.90									
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31	11.90									
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000152														
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32														
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO	46.03	46.03	46.03	46.03		11.90									
<b>E911 SERVICE</b>																				
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					21.94	265.84	46.97	37.63	4.00	11.90									
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					29.62	265.84	46.97	37.63	4.00	11.90									
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					57.22	265.84	46.97	37.63	4.00	11.90									
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0091														
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					25.32	47.35	31.78	18.31	7.03	11.90									
	Local Channel - Dedicated - DS1 - Zone 1					35.28	216.65	183.54	21.47	19.05	11.90									
	Local Channel - Dedicated - DS1 - Zone 2					47.63	216.65	183.54	21.47	19.05	11.90									
	Local Channel - Dedicated - DS1 - Zone 3					92.01	216.65	183.54	21.47	19.05	11.90									
	Interoffice Transport - Dedicated - DS1 Per Mile					0.1856														
	Interoffice Transport - Dedicated - DS1 Per Facility Termination					88.44	105.54	98.47	21.47	19.05	11.90									
<b>CALLING NAME (CNAM) SERVICE</b>																				
	CNAM for DB Owners, Per Query			OQV		0.001024														
	CNAM for Non DB Owners, Per Query			OQV		0.001024														
	CNAM For DB Owners - Service Establishment			OQV		25.35	25.35	19.01	19.01		11.90									
	CNAM For Non DB Owners - Service Establishment			OQV		25.35	25.35	19.01	19.01		11.90									
	CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV		1,592.00	1,177.00	352.36	259.09		11.90									
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV		546.51	393.82	358.06	259.09		11.90									
<b>LNP Query Service</b>																				
	LNP Charge Per query			OQV		0.000852														
	LNP Service Establishment Manual					13.83	13.83	12.71	12.71		11.90									
	LNP Service Provisioning with Point Code Establishment					655.50	334.88	297.03	218.40		11.90									
<b>OPERATOR CALL PROCESSING</b>																				
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20														

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)					
							First	Add'l	First							Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24															
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20															
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20															
<b>INWARD OPERATOR SERVICES</b>																					
	Inward Operator Services - Verification, Per Call					1.00															
	Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95															
<b>BRANDING - OPERATOR CALL PROCESSING</b>																					
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				11.90									
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				11.90									
	<b>Unbranding via OLSN for UNEP CLEC</b>																				
	Loading of OA per OCN (Regional)						1,200.00	1,200.00				11.90									
<b>DIRECTORY ASSISTANCE SERVICES</b>																					
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>																					
	Directory Assistance Access Service Calls, Charge Per Call					0.275															
<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>																					
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10															
<b>DIRECTORY TRANSPORT</b>																					
<b>DIRECTORY ASSISTANCE SERVICES</b>																					
<b>DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)</b>																					
	Directory Assistance Data Base Service Charge Per Listing					0.04															
	Directory Assistance Data Base Service, per month				DBSOF	150.00															
<b>BRANDING - DIRECTORY ASSISTANCE</b>																					
<b>Facility Based CLEC</b>																					
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA	6,000.00	6,000.00														
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC	1,170.00	1,170.00														
<b>UNEP CLEC</b>																					
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00														
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN					1,170.00	1,170.00														
	<b>Unbranding via OLSN for UNEP CLEC</b>																				
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00														
	Loading of DA per Switch per OCN					16.00	16.00														
<b>SELECTIVE ROUTING</b>																					
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR	93.55	93.55	12.71	12.71		11.90										
<b>VIRTUAL COLLOCATION</b>																					
	Virtual Collocation - Application Cost			AMTFS	EAF	4,122.00	1,249.00														
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.25															
	Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	6.95															
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35															
	Virtual Collocation - 2-wire Cross Connects (loop)			ueanl,uea,udn,udc,u	JEAC2	0.0502	11.57	11.57				11.90									
	Virtual Collocation - 4-wire Cross Connects (loop)			uea,uhl,ucl,udl,AMT	UEAC4	0.0502	11.57	11.57				11.90									
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS	CNC2F	6.71	2,431.00					11.90									
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS	CNC4F	6.71	2,431.00					11.90									
	Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS	CNC1X	7.50	155.00	14.00				11.90									
	Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS	CND3X	56.25	151.90	11.83				11.90									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS,CLO	VE1CB	0.0028															



UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS, CLO	VE1CD	0.0041																
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		535.54															
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54															
	Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ		10.89															
	Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ		13.64															
	Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ		16.40															
	Virtual Collocation - DS-1/DCS Cross Connects, PER 28 CKTS			AMTFS	VE11S	226.39	1,950.00															
	Virtual Collocation - DS-1.DSX Cross Connects, PER 28 CKTS			AMTFS	VE11X	11.51	1,950.00															
	Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	56.97	528.00															
	Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00															
	Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE		10.89															
	Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE		13.64															
	Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE		16.40															
<b>VIRTUAL COLLOCATION</b>																						
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.524	11.57	11.57				11.90										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.524	11.57	11.57				11.90										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.524	11.57	11.57				11.90										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.524	11.57	11.57				11.90										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.524	11.57	11.57				11.90										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.524	11.57	11.57				11.90										
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.524	11.57	11.57				11.90										
<b>VIRTUAL COLLOCATION</b>																						
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0297	33.86	31.95				11.90										
<b>AIN SELECTIVE CARRIER ROUTING</b>																						
	Regional Service Establishment			SRC	SRCEC		193,444.00		7,737.00			11.90										
	End Office Establishment			SRC	SRCEO		187.36	187.36	0.69	0.69		11.90										
	Query NRC, per query			SRC		0.0031868																
<b>AIN - BELLSOUTH AIN SMS ACCESS SERVICE</b>																						
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.56	43.56	44.93	44.93		11.90										
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03		11.90										
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03		11.90										
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.66	38.66	29.88	29.88		11.90										
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.10	75.10	12.93	12.93		11.90										
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0028																
	AIN SMS Access Service - Session, Per Minute					0.7809																

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	AIN SMS Access Service - Company Performed Session, Per Minute					0.4609																
<b>AIN - BELLSOUTH AIN TOOLKIT SERVICE</b>																						
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.56	43.56	44.93	44.93		11.90										
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,439.00	8,439.00				11.90										
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8.64	8.64	10.03	10.03		11.90										
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03		11.90										
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03		11.90										
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		38.06	38.06	15.86	15.86		11.90										
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38.06	38.06	15.86	15.86		11.90										
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		38.06	38.06	15.86	15.86		11.90										
	AIN Toolkit Service - Query Charge, Per Query					0.0535927																
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063698																
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06																
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	8.34	8.64	8.64	6.08	6.08		11.90										
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.73	9.56	9.56				11.90										
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.73	8.64	8.64	6.08	6.08		11.90										
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	9.56	9.56				11.90										
<b>ENHANCED EXTENDED LINK (EELs)</b>																						
<b>NOTE: New EELs available in GA, TN, KY, LA, MS, &amp; SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;</b>																						
<b>NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.</b>																						
<b>NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)</b>																						
<b>NOTE: In GA, TN, KY, LA, MS &amp; SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)</b>																						
<b>2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																						
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31		11.90										
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31		11.90										
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31		11.90										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1856																
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90										
	DS1 Channelization System Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90										
	Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	1.38	6.71	4.84				11.90										
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31		11.90										
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31		11.90										
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31		11.90										
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	6.71	4.84				11.90										

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90										
	<b>4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																					
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31		11.90										
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31		11.90										
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31		11.90										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856																
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90										
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90										
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	6.71	4.84				11.90										
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31		11.90										
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31		11.90										
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31		11.90										
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	6.71	4.84				11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90										
	<b>4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																					
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31		11.90										
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31		11.90										
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31		11.90										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856																
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90										
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90										
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31		11.90										
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31		11.90										
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31		11.90										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90										
	<b>4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																					
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90										
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90										

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS RATES (\$)					
							First	Add'l	First	Add'l							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68.82	127.59	60.54	48.00	6.31		11.90										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856																
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90										
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90										
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90										
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90										
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90										
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68.82	127.59	60.54	48.00	6.31		11.90										
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90										
	<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																					
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90										
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90										
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856																
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90										
	<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)</b>																					
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90										
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90										
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90										
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	3.87																
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81		11.90										
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	211.19	115.50	56.54	12.16	4.26		11.90										
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	6.71	4.84				11.90										
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90										
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90										
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90										
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	6.71	4.84				11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90										
	<b>2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)</b>																					
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31		11.90										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS RATES (\$)					
							First	Add'l	First	Add'l							SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31		11.90										
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31		11.90										
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091																
	Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90										
	<b>4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)</b>																					
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31		11.90										
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31		11.90										
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31		11.90										
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091																
	Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	22.58	94.70	52.59	45.28	18.03		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90										
	<b>DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)</b>																					
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10.92																
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	386.88	226.42	154.73	67.10	26.27		11.90										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.87																
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90										
	<b>STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)</b>																					
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10.92																
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	426.60	226.42	154.73	67.10	26.27		11.90										
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	3.87																
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90										
	<b>2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)</b>																					
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	21.76	127.59	60.54	48.00	6.31		11.90										
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.38	127.59	60.54	48.00	6.31		11.90										
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	56.76	127.59	60.54	48.00	6.31		11.90										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.1856																
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90										
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.66	6.71	4.84				11.90										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS RATES (\$)					
							First	Add'l	First	Add'l							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.76	127.59	60.54	48.00	6.31		11.90										
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.38	127.59	60.54	48.00	6.31		11.90										
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	56.76	127.59	60.54	48.00	6.31		11.90										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination- per month			UNCNX	UC1CA	3.66	6.71	4.84				11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90										
<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)</b>																						
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90										
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90										
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90										
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	3.87																
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81		11.90										
	STS1 to DS1 Channel System combination per month			UNCSX	MQ3	211.19																
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	6.71	4.84				11.90										
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90										
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90										
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90										
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	6.71	4.84				11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90										
<b>4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)</b>																						
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31		11.90										
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31		11.90										
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31		11.90										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0091																
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90										
<b>4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)</b>																						
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90										
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90										
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68.82	127.59	60.54	48.00	6.31		11.90										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0091																
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	45.28	18.03		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90										

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>ADDITIONAL NETWORK ELEMENTS</b>																						
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																						
When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																						
Node (SynchroNet)																						
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90										
<b>NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months</b>																						
<b>UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)</b>																						
Exchange Ports																						
<b>NOTE: Although the Port Rate includes all available features in GA, KY, LA &amp; TN, the desired features will need to be ordered using retail USOCs</b>																						
<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>																						
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.40	3.74	3.63	1.88	1.80		11.90										
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.40	3.74	3.63	1.88	1.80		11.90										
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.40	3.74	3.63	1.88	1.80		11.90										
	Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res.			UEPSR	UEPAF	1.40	3.74	3.63	1.88	1.80		11.90										
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.40	3.74	3.63	1.88	1.80		11.90										
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				11.90										
<b>FEATURES</b>																						
	All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00				11.90										
<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>																						
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.40	3.74	3.63	1.88	1.80		11.90										
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.40	3.74	3.63	1.88	1.80		11.90										
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.40	3.74	3.63	1.88	1.80		11.90										
	Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.40	3.74	3.63	1.88	1.80		11.90										
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				11.90										
<b>FEATURES</b>																						
	All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00				11.90										
<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>																						
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.40	39.06	18.18	12.35	0.7187		11.90										
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.40	39.06	18.18	12.35	0.7187		11.90										
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.40	39.06	18.18	12.35	0.7187		11.90										
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.40	39.06	18.18	12.35	0.7187		11.90										
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187		11.90										
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187		11.90										
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.40	39.06	18.18	12.35	0.7187		11.90										
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXC	1.40	39.06	18.18	12.35	0.7187		11.90										
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.40	39.06	18.18	12.35	0.7187		11.90										
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.40	39.06	18.18	12.35	0.7187		11.90										
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.40	39.06	18.18	12.35	0.7187		11.90										

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)				
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.40	39.06	18.18	12.35	0.7187		11.90								
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.40	39.06	18.18	12.35	0.7187		11.90								
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.40	39.06	18.18	12.35	0.7187		11.90								
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port Subsequent Activity			UEPSP	UEPXS	1.40	39.06	18.18	12.35	0.7187		11.90								
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				11.90								
	<b>FEATURES</b>																			
	All Available Vertical Features			UEPSP UEPSE	UEPVF	2.26	0.00	0.00				11.90								
	<b>EXCHANGE PORT RATES (COIN)</b>																			
	Exchange Ports - Coin Port					1.40	3.74	3.63	1.88	1.80		11.90								
<b>NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</b>																				
<b>NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.</b>																				
<b>UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)</b>																				
	<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>																			
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.73	78.41	15.82	41.94	4.26		11.90			1.83					
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	54.95	151.11	77.75	48.81	3.10		11.90			1.83					
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	8.83	46.83	50.68	27.64	11.93		11.90			1.83					
	All Features Offered			UEPTX UEPSX	UEPVF	2.26	0.00	0.00				11.90			1.83					
<b>NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</b>																				
<b>NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.</b>																				
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00												
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	82.74	174.61	95.17	49.80	18.23		11.90			1.83					
<b>UNBUNDLED LOCAL SWITCHING, PORT USAGE</b>																				
	<b>End Office Switching (Port Usage)</b>																			
	End Office Switching Function, Per MOU					0.0007662														
	End Office Trunk Port - Shared, Per MOU					0.000164														
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>																			
	Tandem Switching Function Per MOU					0.0001319														
	Tandem Trunk Port - Shared, Per MOU					0.000235														
	<b>Common Transport</b>																			
	Common Transport - Per Mile, Per MOU					0.0000035														
	Common Transport - Facilities Termination Per MOU					0.0004372														
<b>UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES</b>																				
<b>Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.</b>																				
<b>Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.</b>																				
<b>End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.</b>																				
<b>For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section.</b>																				
<b>For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.</b>																				
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)</b>																				
	<b>UNE Port/Loop Combination Rates</b>																			
	2-Wire VG Loop/Port Combo - Zone 1		1			14.11														
	2-Wire VG Loop/Port Combo - Zone 2		2			18.23														
	2-Wire VG Loop/Port Combo - Zone 3		3			33.04														
	<b>UNE Loop Rates</b>																			
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.94														
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	17.06														
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	31.87														
	<b>2-Wire Voice Grade Line Port Rates (Res)</b>																			
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.17	90.00	90.00				11.90								
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.17	90.00	90.00				11.90								
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.17	90.00	90.00				11.90								
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	1.17	90.00	90.00				11.90								



UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.17	90.00	90.00				11.90										
	<b>FEATURES</b>																					
	All Features Offered			UEPRX	UEPVF	2.26	0.00	0.00				11.90										
	<b>LOCAL NUMBER PORTABILITY</b>																					
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35																
	<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>																					
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.102	0.102				11.90										
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.102	0.102				11.90										
	<b>ADDITIONAL NRCs</b>																					
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				11.90										
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)</b>																					
	<b>UNE Port/Loop Combination Rates</b>																					
	2-Wire VG Loop/Port Combo - Zone 1		1				14.11															
	2-Wire VG Loop/Port Combo - Zone 2		2				18.23															
	2-Wire VG Loop/Port Combo - Zone 3		3				33.04															
	<b>UNE Loop Rates</b>																					
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX		12.94															
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX		17.06															
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX		31.87															
	<b>2-Wire Voice Grade Line Port (Bus)</b>																					
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.17	90.00	90.00				11.90										
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.17	90.00	90.00				11.90										
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.17	90.00	90.00				11.90										
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.17	90.00	90.00				11.90										
	<b>LOCAL NUMBER PORTABILITY</b>																					
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35																
	<b>FEATURES</b>																					
	All Features Offered			UEPBX	UEPVF	2.26	0.00	0.00				11.90										
	<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>																					
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.102	0.102				11.90										
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.102	0.102				11.90										
	<b>ADDITIONAL NRCs</b>																					
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				11.90										
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)</b>																					
	<b>UNE Port/Loop Combination Rates</b>																					
	2-Wire VG Loop/Port Combo - Zone 1		1				14.11															
	2-Wire VG Loop/Port Combo - Zone 2		2				18.23															
	2-Wire VG Loop/Port Combo - Zone 3		3				33.04															
	<b>UNE Loop Rates</b>																					
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX		12.94															
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX		17.06															
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX		31.87															
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>																					
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.17						11.90										
	<b>LOCAL NUMBER PORTABILITY</b>																					
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				11.90										
	<b>FEATURES</b>																					
	All Features Offered			UEPRG	UEPVF	2.26	0.00	0.00				11.90										
	<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>																					

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)					
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8.45	1.91				11.90									
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1.91				11.90									
	<b>ADDITIONAL NRCs</b>																				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				11.90									
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.09	7.09				11.90									
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)</b>																				
	<b>UNE Port/Loop Combination Rates</b>																				
	2-Wire VG Loop/Port Combo - Zone 1		1				14.11														
	2-Wire VG Loop/Port Combo - Zone 2		2				18.23														
	2-Wire VG Loop/Port Combo - Zone 3		3				33.04														
	<b>UNE Loop Rates</b>																				
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX		12.94														
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX		17.06														
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX		31.87														
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>																				
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.17	90.00	90.00				11.90									
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.17	90.00	90.00				11.90									
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.17	90.00	90.00				11.90									
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.17	90.00	90.00				11.90									
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.17	90.00	90.00				11.90									
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.17	90.00	90.00				11.90									
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.17	90.00	90.00				11.90									
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.17	90.00	90.00				11.90									
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.17	90.00	90.00				11.90									
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.17	90.00	90.00				11.90									
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.17	90.00	90.00				11.90									
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.17	90.00	90.00				11.90									
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.17	90.00	90.00				11.90									
	<b>LOCAL NUMBER PORTABILITY</b>																				
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				11.90									
	<b>FEATURES</b>																				
	All Features Offered			UEPPX	UEPVF	2.26	0.00	0.00				11.90									
	<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>																				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91				11.90									
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91				11.90									
	<b>ADDITIONAL NRCs</b>																				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				11.90									
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86				11.90									
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT</b>																				
	<b>UNE Port/Loop Combination Rates</b>																				
	2-Wire VG Coin Port/Loop Combo - Zone 1		1				14.11														
	2-Wire VG Coin Port/Loop Combo - Zone 2		2				18.23														
	2-Wire VG Coin Port/Loop Combo - Zone 3		3				33.04														
	<b>UNE Loop Rates</b>																				
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX		12.94														

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	17.06																
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	31.87																
	<b>2-Wire Voice Grade Line Ports (COIN)</b>																					
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	1.17	90.00	90.00			11.90											
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	1.17	90.00	90.00			11.90											
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	1.17	90.00	90.00			11.90											
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.17	90.00	90.00			11.90											
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	1.17	90.00	90.00			11.90											
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1.17	90.00	90.00			11.90											
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.17	90.00	90.00			11.90											
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.17	90.00	90.00			11.90											
	<b>ADDITIONAL UNE COIN PORT/LOOP (RC)</b>																					
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.86	90.00	90.00			11.90											
	<b>LOCAL NUMBER PORTABILITY</b>																					
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35																
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																					
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.102	0.102			11.90											
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.102	0.102			11.90											
	<b>ADDITIONAL NRCs</b>																					
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00			11.90											
	<b>UNBUNDLED REMOTE CALL FORWARDING - RES</b>																					
	<b>UNBUNDLED REMOTE CALL FORWARDING - Bus</b>																					
	<b>UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES</b>																					
	<b>2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT</b>																					
	<b>UNE Port/Loop Combination Rates</b>																					
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			23.21																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			28.28																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			46.53																
	<b>UNE Loop Rates</b>																					
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	14.50					11.90			1.83								
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	19.57					11.90			1.83								
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	37.82					11.90			1.83								
	<b>UNE Port Rate</b>																					
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.71	850.00	75.00			11.90			1.83								
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																					
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.85	1.87			11.90											
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87			11.90											
	<b>ADDITIONAL NRCs</b>																					
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26			11.90											
	<b>Telephone Number/Trunk Group Establishment Charges</b>																					
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00			11.90			1.83								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00			11.90			1.83								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00			11.90			1.83								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00			11.90			1.83								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00			11.90			1.83								

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)					
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00						1.83							
	<b>LOCAL NUMBER PORTABILITY</b>																				
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00													
	<b>2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT</b>																				
	<b>UNE Port/Loop Combination Rates</b>																				
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	32.09															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	38.15															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	59.94															
	<b>UNE Loop Rates</b>																				
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	24.71				11.90			1.83							
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	30.77				11.90			1.83							
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	52.56				11.90			1.83							
	<b>UNE Port Rate</b>																				
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	7.38	525.00	400.00		11.09			1.83							
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																				
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	25.22	17.00		11.90			1.83							
	<b>ADDITIONAL NRCs</b>																				
	<b>LOCAL NUMBER PORTABILITY</b>																				
	Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00												
	<b>B-CHANNEL USER PROFILE ACCESS:</b>																				
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00												
	CVS (EWS/D)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00												
	CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00												
	<b>B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS SC, MS, &amp; TN)</b>																				
	<b>USER TERMINAL PROFILE</b>																				
	User Terminal Profile (EWS/D only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00												
	<b>VERTICAL FEATURES</b>																				
	All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	2.26	0.00	0.00		11.90										
	<b>INTEROFFICE CHANNEL MILEAGE</b>																				
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	18.4491	47.35	31.78	18.31	7.03	11.90		1.83							
	Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.0091	0.00	0.00			11.90		1.83							
	<b>4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT</b>																				
	<b>UNE Port/Loop Combination Rates</b>																				
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP			156.18														
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP			181.87														
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP			274.25														
	<b>UNE Loop Rates</b>																				
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP		USL4P	73.44				11.90			1.83							
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP		USL4P	99.13				11.90			1.83							
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP		USL4P	191.51				11.90			1.83							
	<b>UNE Port Rate</b>																				
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP		UEPPP	82.74	1,150.00	1,150.00		11.90			1.83							
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																				
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion - Switch-as-is			UEPPP		USACP	0.00	84.17	61.38		11.90			1.83							
	<b>ADDITIONAL NRCs</b>																				
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP		PR7TF		0.5412			11.90			1.83							

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12.71	12.71				11.90			1.83							
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		25.42	25.42				11.90			1.83							
	<b>LOCAL NUMBER PORTABILITY</b>																					
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75																
	<b>INTERFACE (Provisioning Only)</b>																					
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00														
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00														
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00														
	<b>New or Additional "B" Channel</b>																					
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	15.48					11.90			1.83							
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	15.48					11.90			1.83							
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	15.48					11.90			1.83							
	<b>CALL TYPES</b>																					
	Inward			UEPPP	PR7C1	0.00	0.00	0.00														
	Outward			UEPPP	PR7C0	0.00	0.00	0.00														
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00														
	<b>Interoffice Channel Mileage</b>																					
	Fixed Each Including First Mile			UEPPP	1LN1A	88.6256	105.54	98.47	21.47	19.05		11.90			1.93							
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.1856																
	<b>4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT</b>																					
	<b>UNE Port/Loop Combination Rates</b>																					
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		128.39						11.90			1.83							
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		154.08						11.90			1.83							
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		246.46						11.90			1.83							
	<b>UNE Loop Rates</b>																					
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	73.44						11.90			1.83							
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	99.13						11.90			1.83							
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	191.51						11.90			1.83							
	<b>UNE Port Rate</b>																					
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	54.95						11.90			1.83							
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																					
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		95.31	46.71				11.90			1.83							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		95.31	46.71				11.90			1.83							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		95.31	46.71				11.90			1.83							
	<b>ADDITIONAL NRCs</b>																					
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.69	15.69				11.90			1.83							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15.69	15.69				11.90			1.83							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15.69	15.69				11.90			1.83							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15.69	15.69				11.90			1.83							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15.69	15.69				11.90			1.83							
	<b>BIPOLAR 8 ZERO SUBSTITUTION</b>																					
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	655.00				11.90			1.83							
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	655.00				11.90			1.83							
	<b>Alternate Mark Inversion</b>																					
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00														
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00														
	<b>Telephone Number/Trunk Group Establishment Charges</b>																					
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						11.90			1.83							

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)					
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00									1.83						
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00									1.83						
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00							1.83						
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00									1.83						
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00									1.83						
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00							1.83						
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00							1.83						
<b>Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port</b>																					
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88.44	105.54	98.47	21.47	19.05					1.83						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.1856	0.00	0.00													
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00													
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.1856	0.00	0.00													
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00												
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.1856	0.00	0.00													
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00												
	Central Office Terminating Point			UEPDC	CTG	0.00															
<b>4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT</b>																					
<b>System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations</b>																					
<b>Each System can have up to 24 combinations of rates depending on type and number of ports used</b>																					
<b>UNE DS1 Loop</b>																					
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	73.44	0.00	0.00													
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	99.13	0.00	0.00													
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	191.51	0.00	0.00													
<b>UNE DSO Channelization Capacities (D4 Channel Bank Configurations)</b>																					
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	118.06	0.00	0.00							1.83						
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	236.12	0.00	0.00							1.83						
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472.24	0.00	0.00							1.83						
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144	708.36	0.00	0.00							1.83						
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM192	944.48	0.00	0.00							1.83						
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240	1,180.60	0.00	0.00							1.83						
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288	1,416.72	0.00	0.00							1.83						
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM384	1,888.96	0.00	0.00							1.83						
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM480	2,361.20	0.00	0.00							1.83						
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM576	2,833.44	0.00	0.00							1.83						
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM672	3,305.68	0.00	0.00							1.83						
<b>Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System</b>																					
<b>A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.</b>																					
<b>Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.</b>																					
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	96.77	4.24							11.90						
<b>System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) In GA, KY, LA, MS &amp; TN Only</b>																					
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, & TN Only			UEPMG	VUMD4	0.00	726.11	468.21	145.32	17.24					11.90						
<b>Bipolar 8 Zero Substitution</b>																					
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	655.00							11.90						
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	655.00							11.90						
<b>Alternate Mark Inversion (AMI)</b>																					
	Superframe Format			UEPMG	MCOEF	0.00	0.00	0.00													

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)					
							First	Add'l	First							Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00													
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports																				
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.38	0.00	0.00	0.00	0.00				1.83							
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.38	0.00	0.00	0.00	0.00				1.83							
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.38	0.00	0.00	0.00	0.00				1.83							
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.71	0.00	0.00	0.00	0.00				1.83							
	<b>Feature Activations - Unbundled Loop Concentration</b>																				
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	25.40	13.41	3.96	3.93				1.83							
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	78.16	18.42	56.03	10.95				1.83							
	<b>Telephone Number/ Group Establishment Charges for DID Service</b>																				
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00						1.83							
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00						1.83							
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00						1.83							
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00						1.83							
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00						1.83							
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00						1.83							
	<b>Local Number Portability</b>																				
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00													
	<b>FEATURES - Vertical and Optional</b>																				
	<b>Local Switching Features Offered with Line Side Ports Only</b>																				
	All Features Available			UEPPX	UEPVF	2.26	0.00	0.00						1.83							
	<b>UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES</b>																				
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																				
	These scenarios include:																				
	1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																				
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																				
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																				
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																				
	The Market Rate for unbundled ports includes all available features in all states.																				
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																				
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																				
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)</b>																				
	<b>UNE Port/Loop Combination Rates</b>																				
	2-Wire VG Loop/Port Combo - Zone 1		1			26.79															
	2-Wire VG Loop/Port Combo - Zone 2		2			31.27															
	2-Wire VG Loop/Port Combo - Zone 3		3			47.36															
	<b>UNE Loop Rates</b>																				
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.79															
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	17.27															
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	33.36															
	<b>2-Wire Voice Grade Line Port (Res)</b>																				
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00						11.90							
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00						11.90							
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00						11.90							
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	14.00	90.00	90.00						11.90							
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00						11.90							
	<b>LOCAL NUMBER PORTABILITY</b>																				
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35															

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>FEATURES</b>																						
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00														
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50														
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50														
<b>ADDITIONAL NRCs</b>																						
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00														
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)</b>																						
<b>UNE Port/Loop Combination Rates</b>																						
	2-Wire VG Loop/Port Combo - Zone 1		1				26.79															
	2-Wire VG Loop/Port Combo - Zone 2		2				31.27															
	2-Wire VG Loop/Port Combo - Zone 3		3				47.36															
<b>UNE Loop Rates</b>																						
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX		12.79															
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX		17.27															
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX		33.36															
<b>2-Wire Voice Grade Line Port (Bus)</b>																						
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL		14.00	90.00	90.00													
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC		14.00	90.00	90.00													
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO		14.00	90.00	90.00													
<b>LOCAL NUMBER PORTABILITY</b>																						
	Local Number Portability (1 per port)			UEPBX	LNPCX		0.35															
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																						
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50														
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50														
<b>ADDITIONAL NRCs</b>																						
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00														
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)</b>																						
<b>UNE Port/Loop Combination Rates</b>																						
	2-Wire VG Loop/Port Combo - Zone 1		1				26.79															
	2-Wire VG Loop/Port Combo - Zone 2		2				31.27															
	2-Wire VG Loop/Port Combo - Zone 3		3				47.36															
<b>UNE Loop Rates</b>																						
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX		12.79															
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX		17.27															
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX		33.36															
<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>																						
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD		14.00	90.00	90.00													
<b>LOCAL NUMBER PORTABILITY</b>																						
	Local Number Portability (1 per port)			UEPRG	LNPCP		3.15															
<b>FEATURES</b>																						
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00														
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																						
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50														
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50														
<b>ADDITIONAL NRCs</b>																						
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00														
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.09	7.09														



UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)					
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)</b>																				
	<b>UNE Port/Loop Combination Rates</b>																				
	2-Wire VG Loop/Port Combo - Zone 1		1			26.79															
	2-Wire VG Loop/Port Combo - Zone 2		2			31.27															
	2-Wire VG Loop/Port Combo - Zone 3		3			47.36															
	<b>UNE Loop Rates</b>																				
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.79															
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	17.27															
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	33.36															
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>																				
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00				11.90									
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				11.90									
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				11.90									
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				11.90									
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				11.90									
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				11.90									
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				11.90									
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				11.90									
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				11.90									
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				11.90									
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				11.90									
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				11.90									
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				11.90									
	<b>LOCAL NUMBER PORTABILITY</b>																				
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15															
	<b>FEATURES</b>																				
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				11.90									
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50				11.90									
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50				11.90									
	<b>ADDITIONAL NRCS</b>																				
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00				11.90									
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				11.90									
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.09	7.09				11.90									
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT</b>																				
	<b>UNE Port/Loop Combination Rates</b>																				
	2-Wire VG Coin Port/Loop Combo - Zone 1		1			26.79															
	2-Wire VG Coin Port/Loop Combo - Zone 2		2			31.27															
	2-Wire VG Coin Port/Loop Combo - Zone 3		3			47.36															
	<b>UNE Loop Rates</b>																				
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.79															
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	17.27															
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	33.36															
	<b>2-Wire Voice Grade Line Port Rates (Coin)</b>																				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	14.00	90.00	90.00				11.90									
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	14.00	90.00	90.00				11.90									

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)				
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	14.00	90.00	90.00				11.90								
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	14.00	90.00	90.00				11.90								
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	14.00	90.00	90.00				11.90								
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	14.00	90.00	90.00				11.90								
<b>LOCAL NUMBER PORTABILITY</b>																				
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35														
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50				11.90								
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50												
<b>ADDITIONAL NRCs</b>																				
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00				11.90								
<b>UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES</b>																				
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																				
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																				
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																				
For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																				
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																				
<b>UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&amp;TN only)</b>																				
<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>																				
<b>UNE Port/Loop Combination Rates (Non-Design)</b>																				
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		14.11														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		18.23														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		33.04														
<b>UNE Port/Loop Combination Rates (Design)</b>																				
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		16.53														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		21.60														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		37.85														
<b>UNE Loop Rate</b>																				
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.94														
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	17.06														
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	31.87														
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	15.36														
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	20.43														
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	36.68														
<b>UNE Ports</b>																				
<b>All States (Except North Carolina and Sout Carolina)</b>																				
	2-Wire Voice Grade Port (Centrex ) Basic Local Area			UEP91	UEPYA	1.17						11.90								

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)				
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.17						11.90								
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.17						11.90								
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.17						11.90								
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.17						11.90								
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.17						11.90								
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.17						11.90								
<b>Georgia and Florida Only</b>																				
	2-Wire Voice Grade Port (Centrex )			UEP91	UEPHA	1.17						11.90								
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	1.17						11.90								
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	1.17						11.90								
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPHM	1.17						11.90								
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPHZ	1.17						11.90								
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	1.17						11.90								
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	1.17						11.90								
<b>Local Switching</b>																				
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.7384														
<b>Local Number Portability</b>																				
	Local Number Portability (1 per port)			UEP91	LNPC	0.35														
<b>Features</b>																				
	All Standard Features Offered, per port			UEP91	UEPVF	2.26						11.90								
	All Select Features Offered, per port			UEP91	UEPVS	0.00	370.70					11.90								
	All Centrex Control Features Offered, per port			UEP91	UEPVC	2.26						11.90								
<b>NARS</b>																				
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				11.90								
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				11.90								
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00				11.90								
<b>Miscellaneous Terminations</b>																				
<b>2-Wire Trunk Side</b>																				
	Trunk Side Terminations, each			UEP91	CENA6	8.81														
<b>Interoffice Channel Mileage - 2-Wire</b>																				
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	MIGBC	25.32														
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	MIGBM	0.0091														
<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>																				
<b>D4 Channel Bank Feature Activations</b>																				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66														
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66														
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66														
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66														
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP91	1PQWQ	0.66														
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66														
<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>																				

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		21.50	8.42				11.90										
	Conversion of Existing Centrex Common Block			UEP91	USACN			5.17	8.32			11.90										
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	618.82					11.90										
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	618.82					11.90										
	Secondary Block, per Block			UEP91	M2CC1	0.00	71.31					11.90										
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	66.48					11.90										
	<b>UNE-P CENTREX - 5ESS (Valid in All States)</b>																					
	<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>																					
	<b>UNE Port/Loop Combination Rates (Non-Design)</b>																					
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.11																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.23																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		33.04																
	<b>UNE Port/Loop Combination Rates (Design)</b>																					
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		16.53																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		21.60																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		37.85																
	<b>UNE Loop Rate</b>																					
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.94																
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	17.06																
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	31.87																
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	15.36																
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	20.43																
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	36.68																
	<b>UNE Port Rate</b>																					
	<b>All States</b>																					
	2-Wire Voice Grade Port (Centrex ) Basic Local Area			UEP95	UEPYA	1.17						11.90										
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.17						11.90										
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.17						11.90										
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.17						11.90										
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.17						11.90										
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.17						11.90										
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.17						11.90										
	<b>AL, KY, LA, MS, SC, &amp; TN Only</b>																					
	<b>FL &amp; GA Only</b>																					
	2-Wire Voice Grade Port (Centrex )			UEP95	UEPHA	1.17						11.90										
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	1.17						11.90										
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	1.17						11.90										
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPHM	1.17						11.90										
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPHZ	1.17						11.90										

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	1.17						11.90										
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	1.17						11.90										
	<b>Local Switching</b>																					
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7384																
	<b>Local Number Portability</b>																					
	Local Number Portability (1 per port)			UEP95	LNPC	0.35																
	<b>Features</b>																					
	All Standard Features Offered, per port			UEP95	UEPVF	2.26																
	All Select Features Offered, per port			UEP95	UEPVS	0.00	370.70					11.90										
	All Centrex Control Features Offered, per port			UEP95	UEPVC	2.26																
	<b>NARS</b>																					
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				11.90										
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				11.90										
	Unbundled Network Access Register - Outdial			UEP95	UARO	0.00	0.00	0.00				11.90										
	<b>Miscellaneous Terminations</b>																					
	<b>2-Wire Trunk Side</b>																					
	Trunk Side Terminations, each			UEP95	CEND6	8.81																
	<b>4-Wire Digital (1.544 Megabits)</b>																					
	DS1 Circuit Terminations, each			UEP95	M1HD1	54.95																
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.69					11.90										
	<b>Interoffice Channel Mileage - 2-Wire</b>																					
	Interoffice Channel Facilities Termination			UEP95	MIGBC	25.32																
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0091																
	<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>																					
	<b>D4 Channel Bank Feature Activations</b>																					
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66																
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66																
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66																
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66																
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.66																
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66																
	<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>																					
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2	0.00	21.50	8.42				11.90										
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		5.17	8.32				11.90										
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	618.82					11.90										
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	618.82					11.90										
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	66.48					11.90										
	<b>UNE-P CENTREX - DMS100 (Valid in All States)</b>																					
	<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>																					
	<b>UNE Port/Loop Combination Rates (Non-Design)</b>																					
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.11																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18.23																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		33.04																

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>UNE Port/Loop Combination Rates (Design)</b>																						
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		16.53																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		21.60																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		37.85																
<b>UNE Loop Rate</b>																						
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.94																
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	17.06																
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	31.87																
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	15.36																
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	20.43																
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	36.68																
<b>UNE Port Rate</b>																						
<b>ALL STATES</b>																						
	2-Wire Voice Grade Port (Centrex ) Basic Local Area			UEP9D	UEPYA	1.17						11.90										
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.17						11.90										
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.17						11.90										
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.17						11.90										
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.17						11.90										
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	1.17						11.90										
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area			UEP9D	UEPYG	1.17						11.90										
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	1.17						11.90										
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area			UEP9D	UEPYU	1.17						11.90										
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3 Basic Local Area			UEP9D	UEPYV	1.17						11.90										
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3 Basic Local Area			UEP9D	UEPY3	1.17						11.90										
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.17						11.90										
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.17						11.90										
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.17						11.90										
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.17						11.90										
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.17						11.90										
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.17						11.90										
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.17						11.90										
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.17						11.90										

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)					
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.17															
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.17															
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.17															
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.17															
	<b>FL &amp; GA Only</b>																				
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	1.17															
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	1.17															
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPHC	1.17															
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPHD	1.17															
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPHE	1.17															
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPHF	1.17															
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPHG	1.17															
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPHT	1.17															
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPHU	1.17															
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPHV	1.17															
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPH3	1.17															
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	1.17															
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPHW	1.17															
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPHJ	1.17															
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPHM	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPHO	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPHP	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPHQ	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPHR	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPHS	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPH4	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPH5	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPH6	1.17															
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPH7	1.17															
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPHZ	1.17															
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1.17															
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	1.17															
	<b>Local Switching</b>																				
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7384															

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>Local Number Portability</b>																						
	Local Number Portability (1 per port)			UEP9D	LNPC	0.35																
<b>Features</b>																						
	All Standard Features Offered, per port			UEP9D	UEPVF	2.26																
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	370.70				11.90											
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.26																
<b>NARS</b>																						
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00			11.90											
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00			11.90											
	Unbundled Network Access Register - Outdial			UEP9D	UARO	0.00	0.00	0.00			11.90											
<b>Miscellaneous Terminations</b>																						
<b>2-Wire Trunk Side</b>																						
	Trunk Side Terminations, each			UEP9D	CEND6	8.81																
<b>4-Wire Digital (1,544 Megabits)</b>																						
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54.95																
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	15.69				11.90											
<b>Interoffice Channel Mileage - 2-Wire</b>																						
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	25.32																
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0091																
<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>																						
<b>D4 Channel Bank Feature Activations</b>																						
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66																
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66																
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66																
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66																
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66																
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66																
<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>																						
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		21.50	8.42			11.90											
	Conversion of existing Centrex Common Block, each			UEP9D	USACN			5.17	8.32		11.90											
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	618.82				11.90											
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	618.82				11.90											
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	66.48				11.90											
<b>UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS &amp; TN)</b>																						
<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>																						
<b>UNE Port/Loop Combination Rates (Non-Design)</b>																						
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.11																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.23																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		33.04																
<b>UNE Port/Loop Combination Rates (Design)</b>																						
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		16.53																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		21.60																



UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		37.85																
<b>UNE Loop Rate</b>																						
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.94																
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	17.06																
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	31.87																
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	15.36																
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	20.43																
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	36.68																
<b>UNE Port Rate</b>																						
<b>AL, FL, KY, LA, MS, &amp; TN only</b>																						
	2-Wire Voice Grade Port (Centrex ) Basic Local Area			UEP9E	UEPYA	1.17						11.90										
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.17						11.90										
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.17						11.90										
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.17						11.90										
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.17						11.90										
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.17						11.90										
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.17						11.90										
<b>Florida Only</b>																						
	2-Wire Voice Grade Port (Centrex )			UEP9E	UEPHA	1.17						11.90										
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPHB	1.17						11.90										
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPHH	1.17						11.90										
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPHM	1.17						11.90										
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPHZ	1.17						11.90										
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPH9	1.17						11.90										
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPH2	1.17						11.90										
<b>Local Switching</b>																						
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.7384																
<b>Local Number Portability</b>																						
	Local Number Portability (1 per port)			UEP9E	LNPC	0.35																
<b>Features</b>																						
	All Standard Features Offered, per port			UEP9E	UEPVF	2.26																
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	370.70					11.90										
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	2.26																
<b>NARS</b>																						
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00				11.90										
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				11.90										
	Unbundled Network Access Register - Outdial			UEP9E	UARO	0.00	0.00	0.00				11.90										
<b>Miscellaneous Terminations</b>																						
<b>2-Wire Trunk Side</b>																						
	Trunk Side Terminations, each			UEP9E	CEND6	8.81																
<b>4-Wire Digital (1.544 Megabits)</b>																						
	DS1 Circuit Terminations, each			UEP9E	M1HD1	54.95																
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.69					11.90										
<b>Interoffice Channel Mileage - 2-Wire</b>																						

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	25.32																
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0091																
	<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>																					
	<b>D4 Channel Bank Feature Activations</b>																					
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66																
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66																
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66																
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66																
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66																
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66																
	<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>																					
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		21.50	8.42			11.90											
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5.17	8.32			11.90											
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	618.82				11.90											
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	618.82				11.90											
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	66.48				11.90											
	<b>Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.</b>																					
	<b>Note 1 - Required Port for Centrex Control in 1AESS, 5ESS &amp; EWSD</b>																					
	<b>Note 2 - Requires Interoffice Channel Mileage</b>																					
	<b>Note 3 - Requires Specific Customer Premises Equipment</b>																					

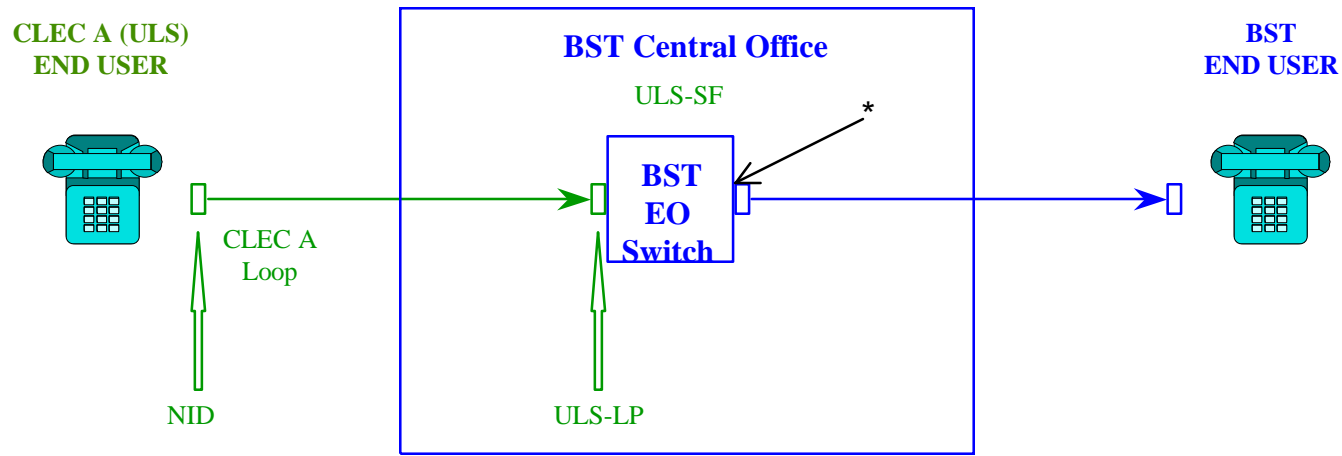
**Attachment 2**  
**Exhibit B**  
**UNE Call Flows**

June 10, 2000

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 1. BST Network - Calling Within a 7 and 10 Digit Dialing Scope

### Intraoffice/Intraswitch



#### Billing Concept

-- Unbundled Network Elements

#### Usage Recordings

-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.  
-- Normal EO recordings appropriate to the type of service will be made.

#### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
-- ULS-SF (unbundled switching)

#### Billing Factors

-- NA

#### Record Exchange

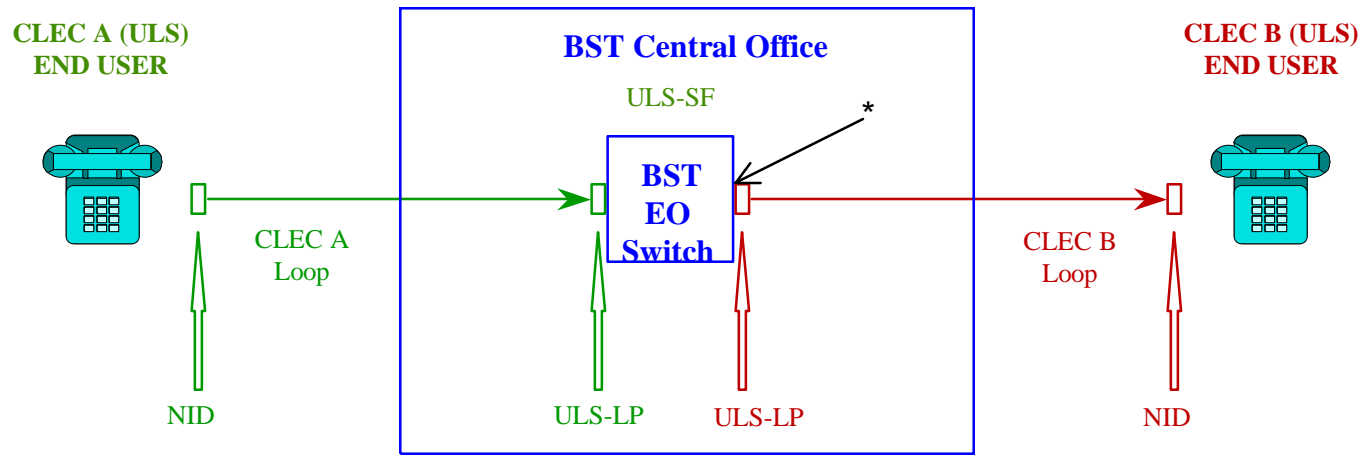
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

\* indicates demarcation between UNE Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 2. BST Network - Calling Within a 7 and 10 Digit Dialing Scope

### Intraoffice/Intraswitch



#### Billing Concept

-- Unbundled Network Elements

#### Usage Recordings

-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.  
-- Normal EO recordings appropriate to the type of service will be made.

#### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
-- ULS-SF (unbundled switching - originating)

#### BST bills CLEC B

-- ULS-LP (loop and port monthly)

#### Billing Factors

-- NA

#### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

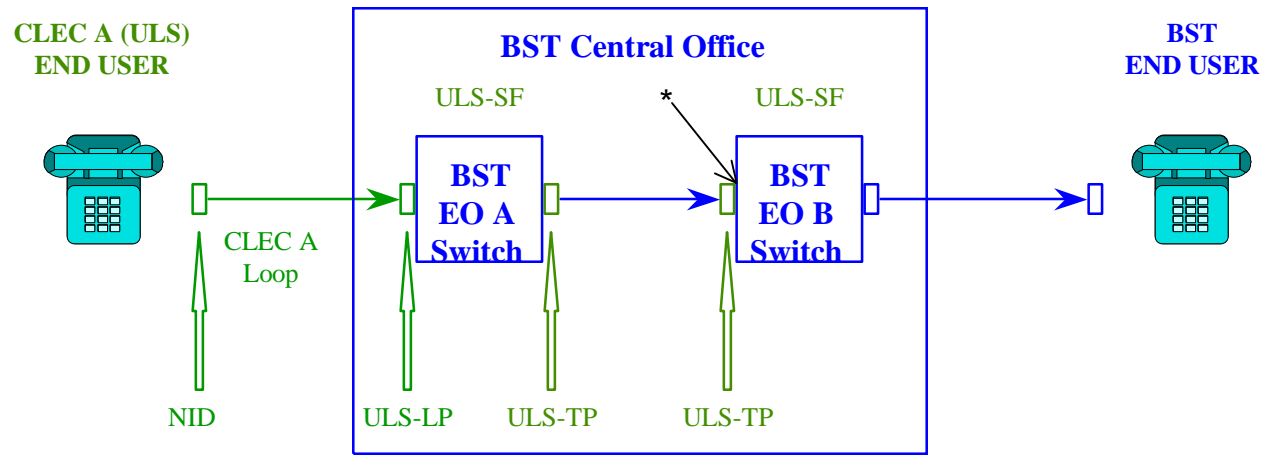
\* indicates demarcation between UNE Network and other Networks

Note: Since terminating switching and reciprocal compensation are equal:

1. CLEC B does not pay BST for terminating switching and does not receive reciprocal compensation from CLEC A, since they net to zero.
2. CLEC A pays terminating switching to BST instead of paying reciprocal compensation to CLEC B.
3. BST does not have to provide the recording to CLEC B that it would need to bill CLEC A for reciprocal compensation

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 3. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Intraoffice/Interswitch



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.  
-- Normal EO recordings appropriate to the type of service will be made.

\* indicates demarcation between UNE Network and other Networks

### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)  
-- 2 ULS-TPs (trunk ports)  
-- UIT-S (unbundled transport, fixed, mileage calculated from EO A to EO B) (zero transport miles)

### Reciprocal Compensation

BST bills CLEC A Unbundled Local Switching as indicated above.

### Billing Factors

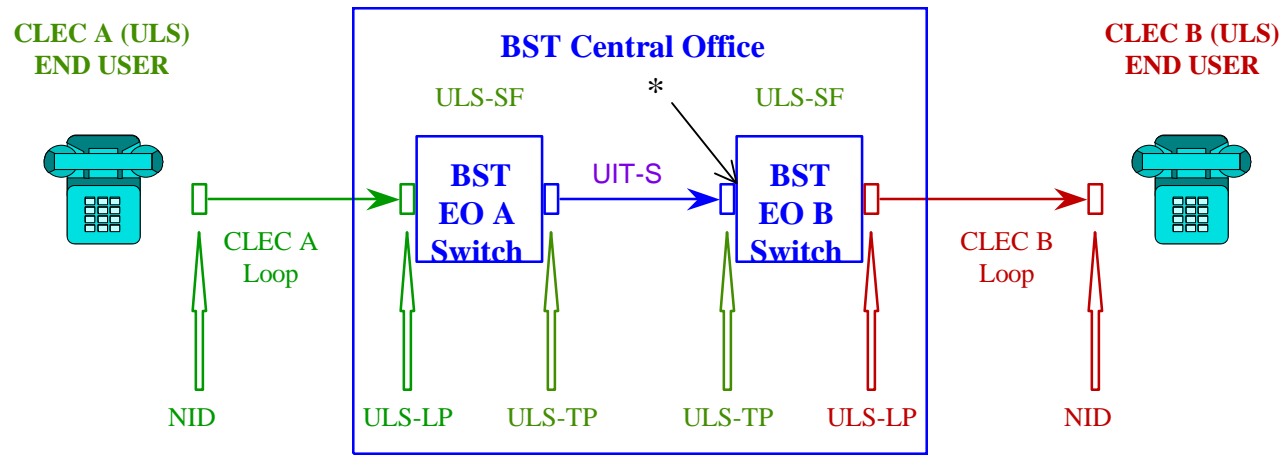
-- NA

### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 4. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Intraoffice/Interswitch



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
- Normal EO recordings appropriate to the type of service will be made.

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
- 2 ULS-TPs (trunk ports)
- UIT-S (unbundled transport, fixed, mileage calculated from EO A to EO B) (zero transport miles)

### Billing Factors

-- NA

### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

\* indicates demarcation between UNE Network and other Networks

Note: Since terminating switching and reciprocal compensation are equal:

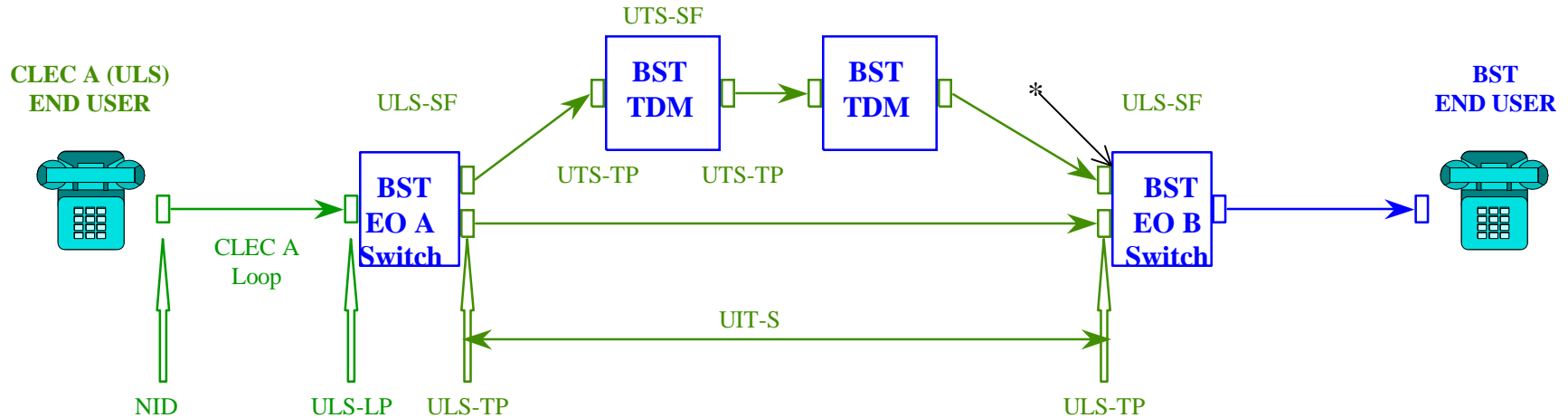
1. CLEC B does not pay BST for terminating switching and does not receive receive reciprocal compensation from CLEC A, since they net to zero.
2. CLEC A pays terminating switching to BST instead of paying reciprocal compensation to CLEC B.
3. BST does not have to provide the recording to CLEC B that it would need to bill CLEC A for reciprocal compensation.

### BST bills CLEC B

- ULS-LP (loop and port monthly)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 5. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Interoffice



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

-- Call Code 001/072 (NOT MBI13) or Call Code 006/072 is made at the End Office. No tandem indicator, no access time, no attempts. No terminating recording.  
 -- Normal EO recordings appropriate to the type of service will be made.

NOTE: Call code 006 records are related to ELCA plans.

\* indicates demarcation between UNE Network and other Networks

### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
 -- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)  
 -- 2 ULS-TPs (end office trunk ports)  
 -- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from EO A to EO B)  
 -- UTS-SF (unbundled melded tandem switching)  
 -- 2 UTS-TPs (melded tandem trunk ports)

### Reciprocal Compensation

BST bills CLEC A Unbundled Local Switching as indicated above.

### Billing Factors

-- NA

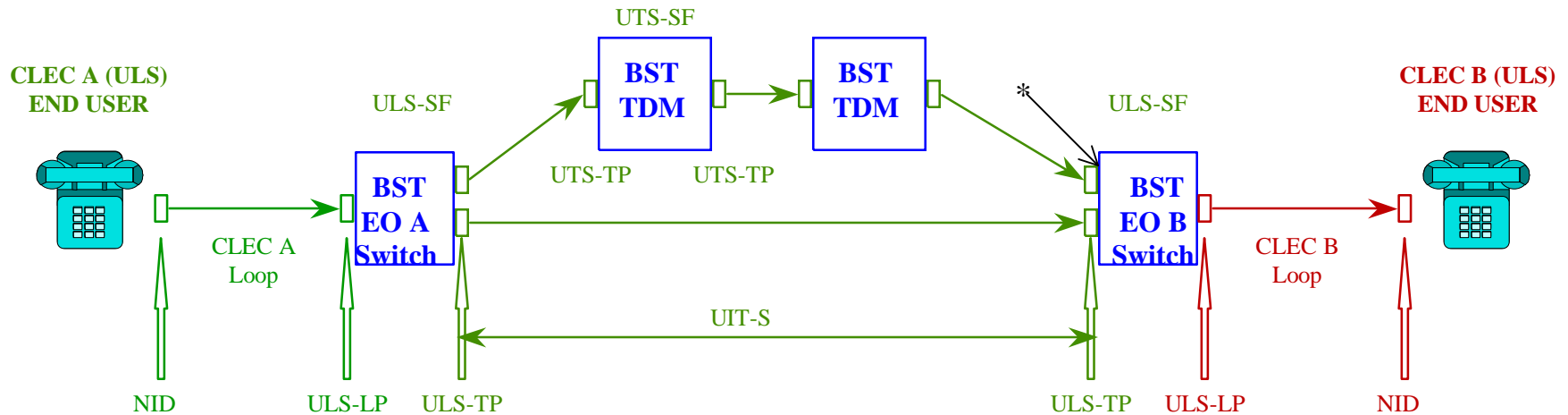
### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)



# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 6. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Interoffice



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

-- Call Code 00/072 (NOT MBI13) or Call Code 006/072 is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.

-- Normal EO recordings appropriate to the type of service will be made.

NOTE: Call code 006 records are related to ELCA plans.

### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
 -- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at EO A)  
 -- 2 ULS-TPs (end office trunk ports)  
 -- UIT-S (unbundled transport - shared, fixed and per mil, mileage from EO A to EO B)  
 -- UTS-SF (unbundled melded tandem switching)  
 -- 2 UTS-TPs (melded tandem trunk ports)

### BST bills CLEC B

-- ULS-LP (loop and port monthly)

### Billing Factors

-- NA

### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31

(See Local/Toll Exceptions)

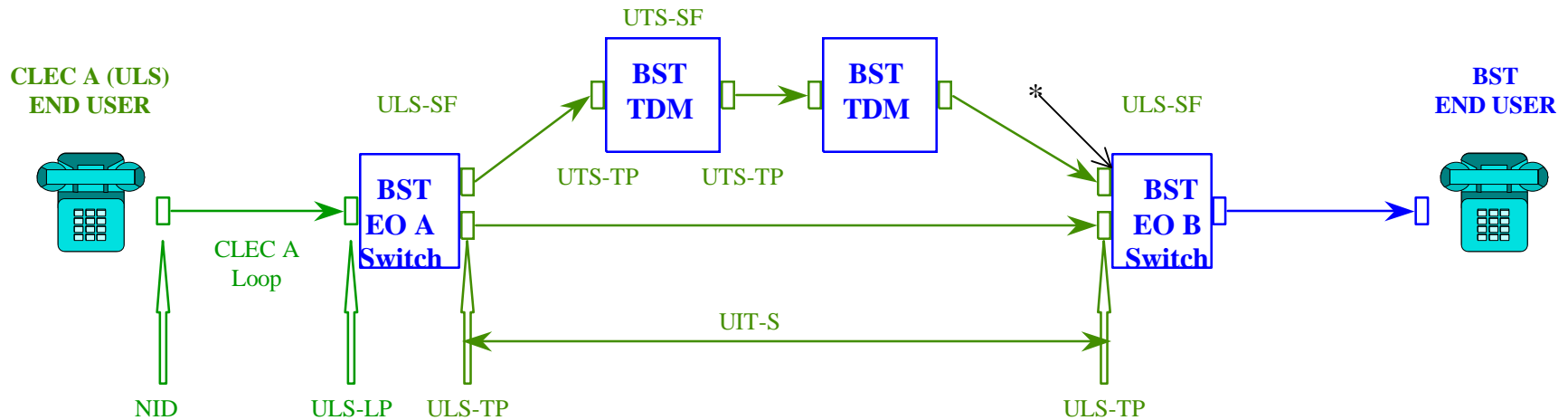
\* indicates demarcation between UNE Network and other Networks

Note: Since terminating switching and reciprocal compensation are equal:

1. CLEC B does not pay BST for terminating switching and does not receive reciprocal compensation from CLEC A, since they net to zero.
2. CLEC A pays terminating switching to BST instead of paying reciprocal compensation to CLEC B.
3. BST does not have to provide the recording to CLEC B that it would need to bill CLEC A for reciprocal compensation

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 7. BST Network – Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) - Interoffice



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

-- Call Code 006 is made at the End Office.  
 No tandem indicator, no access time, no attempts. No terminating recording.  
 -- Normal EO recordings appropriate to the type of service will be made.

### Reciprocal Compensation

BST bills CLEC A Unbundled Local Switching as indicated above.

### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
 -- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)  
 -- 2 ULS-TPs (end office trunk ports)  
 -- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from EO A to EO B)  
 -- UTS-SF (unbundled melded tandem switching)  
 -- 2 UTS-TPs (melded tandem trunk ports)

### Billing Factors

-- NA

### Record Exchange

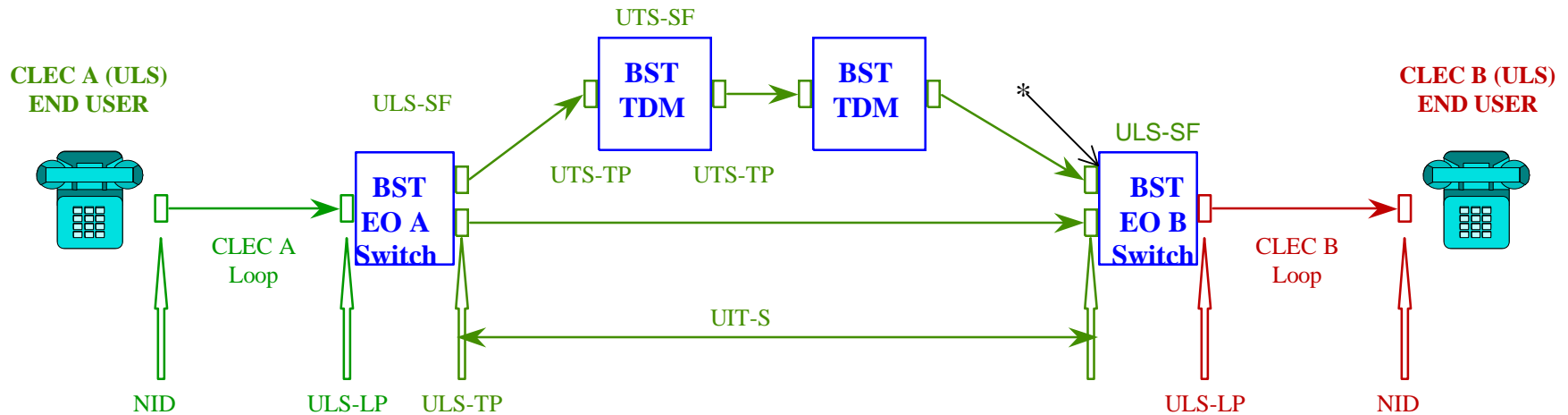
BellSouth sends CLEC A ODUF 10-01-01

\* indicates demarcation between UNE Network and other Networks

**Note:** CLEC A must LPIC BST in order for BellSouth to transport and terminate this call. Appropriate terms and conditions must be contained within the CLEC/BellSouth Interconnection Agreement in order for BellSouth to provide this functionality to the CLEC.

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 8. BST Network – Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) - Interoffice



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 006 is made at the End Office.  
No tandem indicator, no access time, no attempts. No term recording.
- Normal EO recordings appropriate to the type of service will be made.

\* indicates demarcation between UNE Network and other Networks

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
- 2 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from EO A to EO B)
- UTS-SF (unbundled melded tandem switching)
- 2 UTS-TPs (melded tandem trunk ports)

### BST bills CLEC B

- ULS-LP (loop and port monthly)

### Billing Factors

-- NA

### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-01

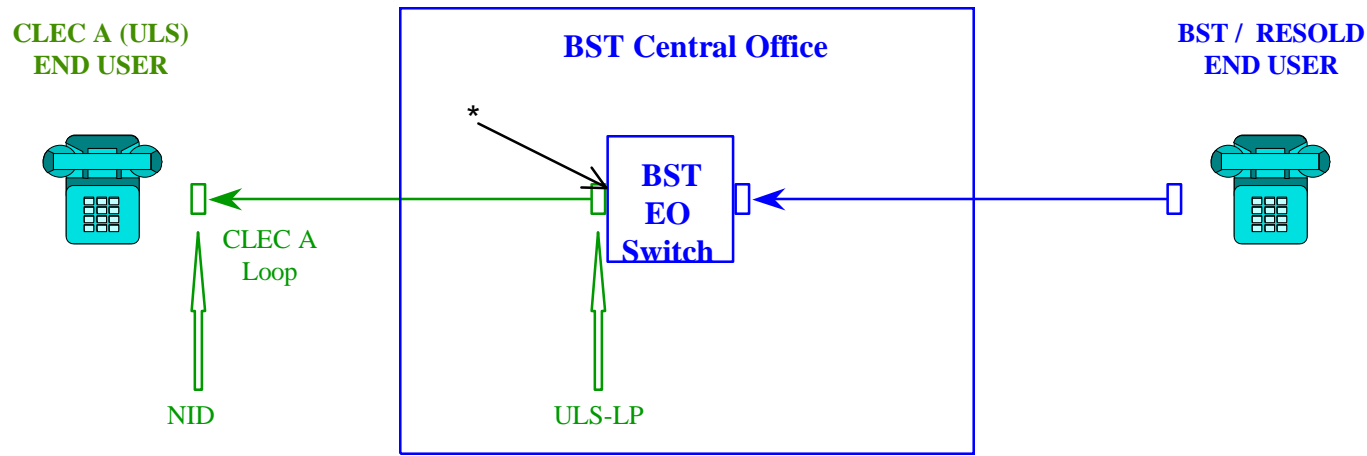
**Note:** CLEC A must LPIC BST in order for BellSouth to transport and terminate this call. Appropriate terms and conditions must be contained within the CLEC/BellSouth Interconnection Agreement in order for BellSouth to provide this functionality to the CLEC.

Note: Since terminating switching and reciprocal compensation are equal:

1. CLEC B does not pay BST for terminating switching and does not receive reciprocal compensation from CLEC A, since they net to zero.
2. CLEC A pays terminating switching to BST instead of paying reciprocal compensation to CLEC B.
3. BST does not have to provide the recording to CLEC B that it would need to bill CLEC A for reciprocal compensation

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 9. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Intraoffice/Intraswitch



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 001/072 is made at the End Office.
  - No tandem indicator, no access time, no attempts.
  - No term recording. Note this is MBI13 if the BST end user has flat-rated service.
- Normal EO recordings appropriate to the type of service will be made.

\* indicates demarcation between UNE Network and other Networks

### BST bills CLEC A

-- ULS-LP (loop and port monthly)

### Billing Factors

-- NA

### Record Exchange

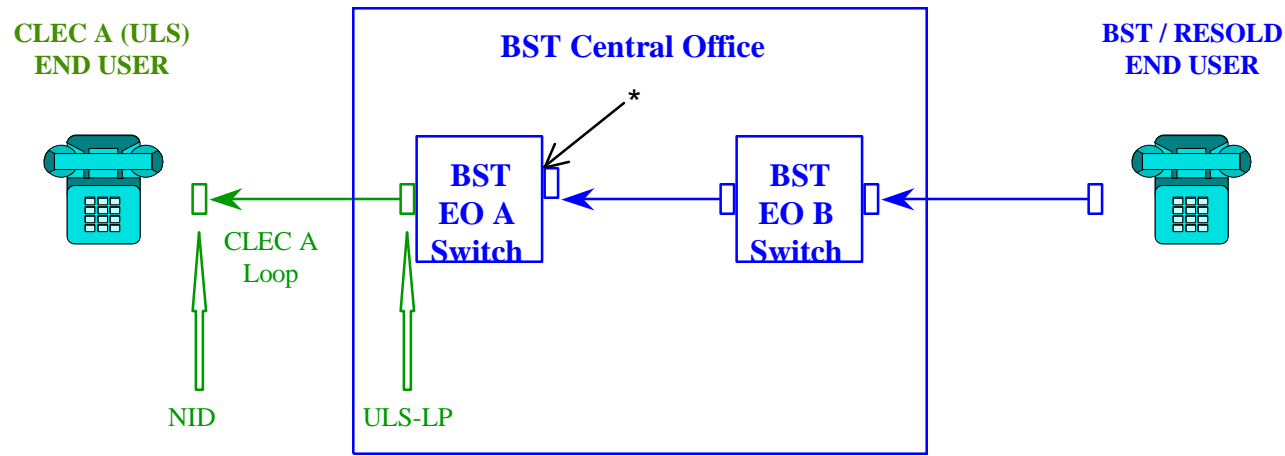
-- NA

### Reciprocal Compensation

CLEC A does not charge BellSouth reciprocal compensation as the charges that UNE CLEC A may be entitled to charge BellSouth for terminating local switching would be the same as the charges BellSouth would charge UNE CLEC A for unbundled switching. Such charges would net to zero, since they are the same rate. Therefore, neither Party charges for the unbundled local switching functionality.

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 10. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Intraoffice/Interswitch



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 001/072 is made at the End Office B  
No tandem indicator, no access time, no attempts.  
No term recording. Note this is MBI13 if the BST end user has flat-rated service.
- Normal EO recordings appropriate to the type of service will be made.

\* indicates demarcation between UNE Network and other Networks

### BST bills CLEC A

-- ULS-LP (loop and port monthly)

### Reciprocal Compensation

CLEC A does not charge BellSouth reciprocal compensation as the charges that UNE CLEC A may be entitled to charge BellSouth for terminating local switching would be the same as the charges BellSouth would charge UNE CLEC A for unbundled switching. Such charges would net to zero, since they are the same rate. Therefore, neither Party charges for the unbundled local switching functionality.

### Billing Factors

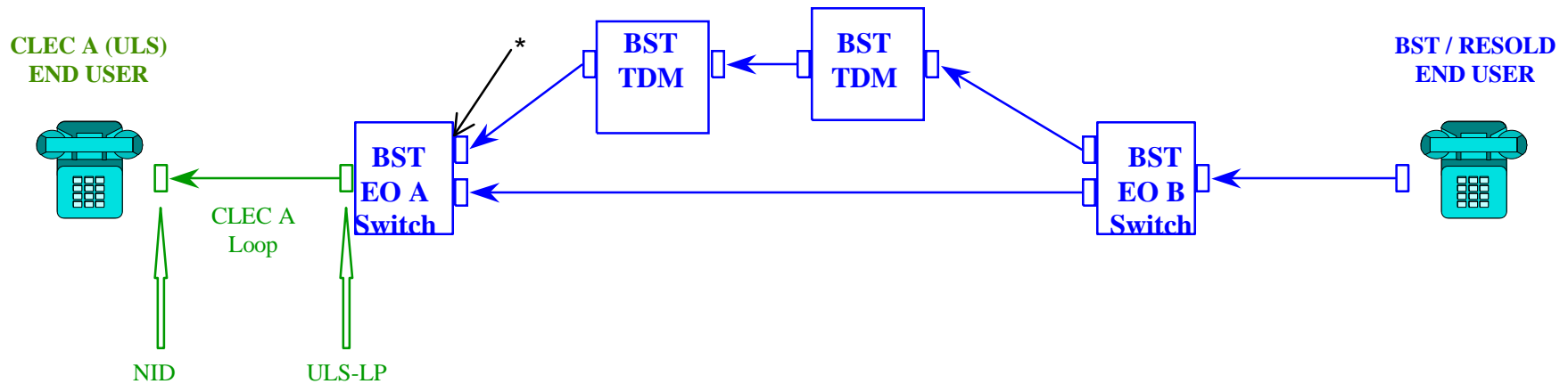
-- NA

### Record Exchange

-- NA

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 11. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Interoffice



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

-- Call Code 001/072 (NOT MBI13) or Call Code 006/072 is made at the End Office B. No tandem indicator, no access time, no attempts. No term recording  
 Note this is MBI13 if the BST end user has flat-rated service.  
 -- Normal EO recordings appropriate to the type of service will be made.  
 NOTE: Call code 006 records are related to ELCA plans.

\* indicates demarcation between UNE Network and other Networks

### BST bills CLEC A

-- ULS-LP (loop and port monthly)

### Billing Factors

-- NA

### Record Exchange

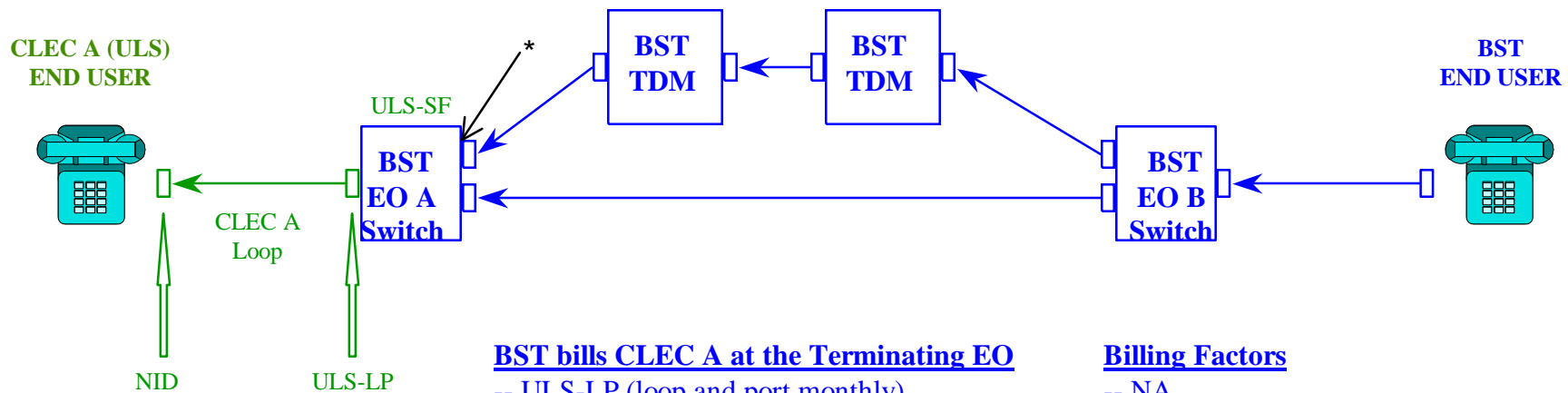
-- NA

### Reciprocal Compensation

CLEC A does not charge BellSouth reciprocal compensation as the charges that UNE CLEC A may be entitled to charge BellSouth for terminating local switching would be the same as the charges BellSouth would charge UNE CLEC A for unbundled switching. Such charges would net to zero, since they are the same rate. Therefore, neither Party charges for the unbundled local switching functionality.

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 12. BST Network - Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) - Interoffice



### BST bills CLEC A at the Terminating EO

- ULS-LP (loop and port monthly)
- ULS-SF (unbundled switching - terminating)

### Billing Factors

- NA

### Record Exchange

BellSouth sends CLEC A ADUF 11-01-01, so the CLEC may be able to quantify end office usage. Terminating switched access charges shall not apply.

### Billing Concept

- Unbundled Network Elements

### Usage Recordings

- Call Code 006/072 is made at the End Office B. No tandem indicator, no access time, no attempts. No term recording.
  - Normal EO recordings appropriate to the type of service will be made.
- NOTE: Call code 006 records are related to ELCA plans.

\* indicates demarcation between UNE Network and other Networks

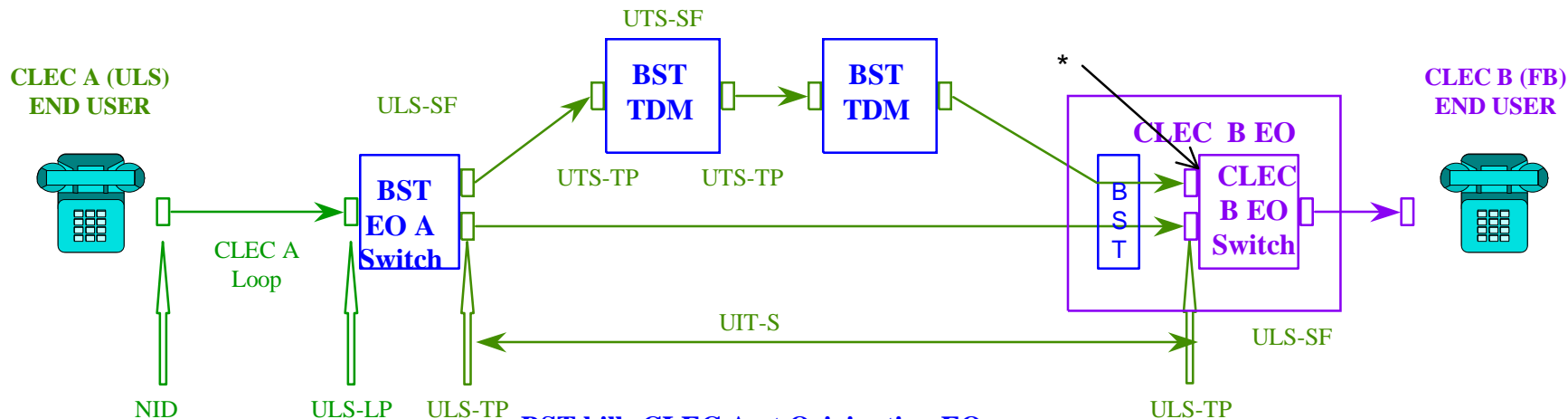
### Reciprocal Compensation:

Currently, for this call flow CLEC A may bill BellSouth ULS-SF for end office switching at EO A. This is due to the fact that BellSouth's billing system currently bills ULS-SF to CLEC A at EO A. Because these rates are the same and the charges net to zero, BellSouth would normally not charge, but until BellSouth modifies its billing system to not charge CLEC A for ULS-SF, CLEC A may bill the equivalent charges back to BellSouth.

A terminating access (ADUF) record is provided as this is the only means available to provide CLEC A a way to quantify the terminating usage. However, access charges shall not be billed to BellSouth as BellSouth treats such calls that it terminates as Local calls and bills the originating ULS CLEC Unbundled Local Switching at the UNE rates and not terminating access.

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 13. Multi-Network - Calling Within a 7 and 10 Digit Dialing Scope Interoffice (ULS CLEC and FB-CLEC Networks)



### BST bills CLEC A at Originating EO

- ULS-LP (loop and port monthly)
- 2 ULS-SF (unbundled switching originating and terminating, summarized at EO A)
- 2 ULS-TPs (end office trunk port)
- UIT-S (unbundled transport - shared, fixed and per mile, mileage from EO A to EO B)
- UTS-SF (unbundled melded tandem switching)
- 2 UTS-TPs (melded tandem trunk ports)

### FB CLEC B billing

- The Industry has not established how CLEC B may Bill CLEC A for reciprocal compensation. In the interim, BST shall bill the terminating EO switching to CLEC A and pay Reciprocal compensation to CLEC B as such calls appear to be originated by BST end users.

### Billing Factors

BST provides CLEC B with PIU & PLU for Local Interconnection billing

### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

### Billing Concept

- Unbundled Network Elements
- Local Interconnection

### Usage Recordings

- Call Code 001/072 (NOT MBI13) or Call Code 006/072 is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
- Normal EO recordings appropriate to the type of service will be made.

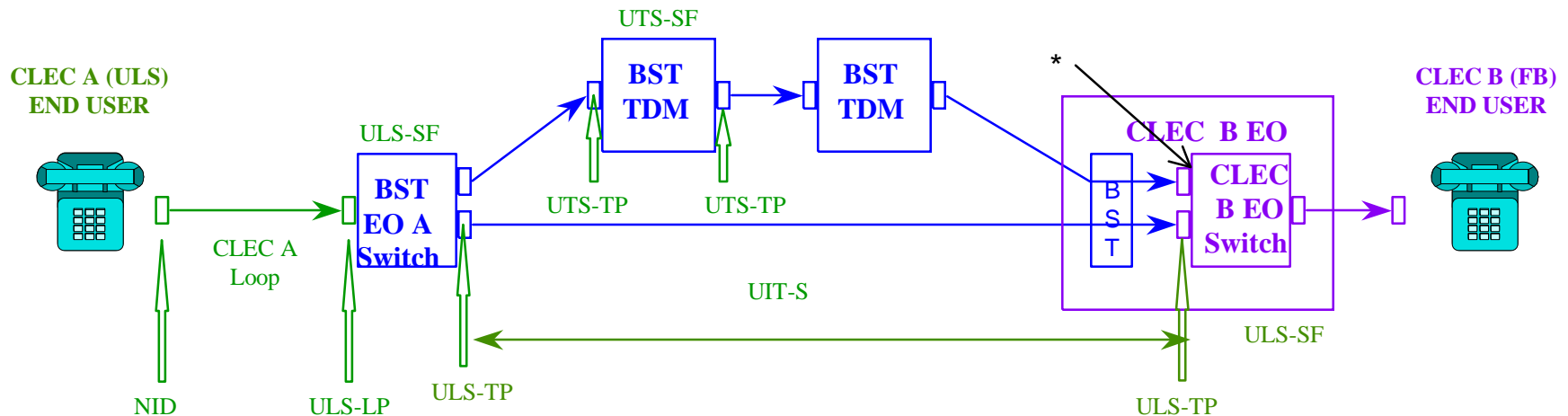
NOTE: Call code 006 records are related to ELCA plans.

\* indicates demarcation between UNE Network and other Networks



# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 14. Multi-Network – Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) - Interoffice



### Billing Concept

- Unbundled Network Elements
- Local Interconnection

### Usage Recordings

- Call Code 006 is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
- Normal EO recordings appropriate to the type of service will be made.

\* indicates demarcation between UNE Network and other Networks

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
- 2 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from EO A to EO B)
- UTS-SF (unbundled melded tandem switching)
- 2 UTS-TPs (melded tandem trunk ports)

### FB CLEC B Billing

- The Industry has not established how CLEC B may Bill CLEC A for reciprocal compensation. In the interim, BST shall bill the terminating EO switching to CLEC A and pay Reciprocal compensation to CLEC B as such calls appear to be originated by BST end users.

### Billing Factors

- N/A

### Record Exchange

BellSouth sends CLEC A ODUF 10-01-01

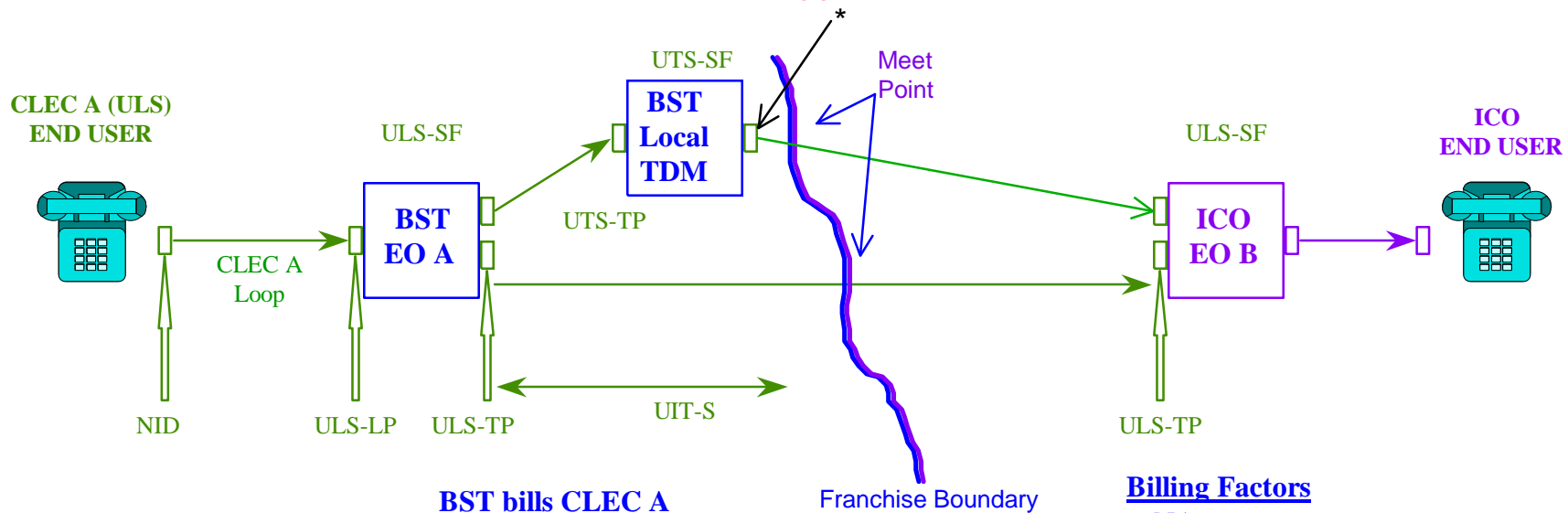
**Note:** CLEC A must LPIC BST in order for BellSouth to transport and terminate this call. Appropriate terms and conditions must be contained within the CLEC/BellSouth Interconnection Agreement in order for BellSouth to provide this functionality to the CLEC.

***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 15A. Multi-Network – Calling Within a 7 and 10 Digit Dialing Scope Interoffice



### Billing Concept

- Unbundled Network Elements
- Interconnection

### Usage Recordings

- Call Code 001/072 is made at originating End Office. (if direct routing exists, still use melded since 001 cannot indicate tandem vs. direct routing)

\* indicates demarcation between UNE Network and other Networks

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SF (unbundled switching originating, summarized at EO A)
- 1 ULS-TPs (end office trunk port)
- UIT-S (unbundled transport - shared, fixed and per mile, mileage from EO A to BST local tandem) Note: use default of 0 miles since do not know meet point, using mileage to local tandem, but since no mapping of EO to local tandems will now have default of 0 miles since EO & some local tandems are co-located)
- UTS-SF (unbundled melded tandem switching)
- 1 UTS-TPs (melded tandem trunk ports)

Note: ICO and BST local calls are bill and keep

### Billing Factors

-- NA

### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

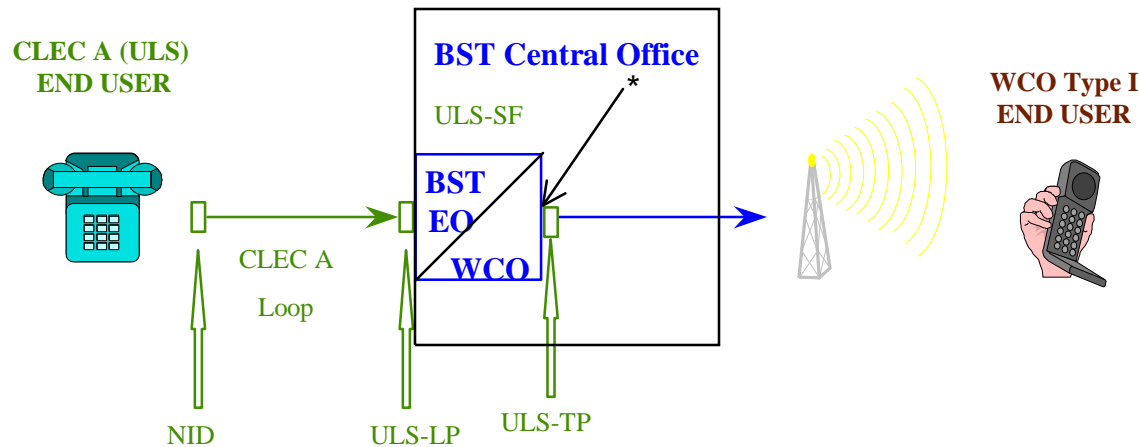
# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 17. BST-Network - Calling Within a 7 and 10 Digit Dialing Scope

### Type I - Intraoffice/IntraSwitch



#### Billing Concept

- Unbundled Network Elements
- Interconnection

#### Usage Recordings

- Call Code 001/072 is made at the End Office.

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating)

#### WCO bills BST

- Reciprocal compensation is not be billed to BST by the WCO.

#### Billing Factors

- NA

#### Record Exchange

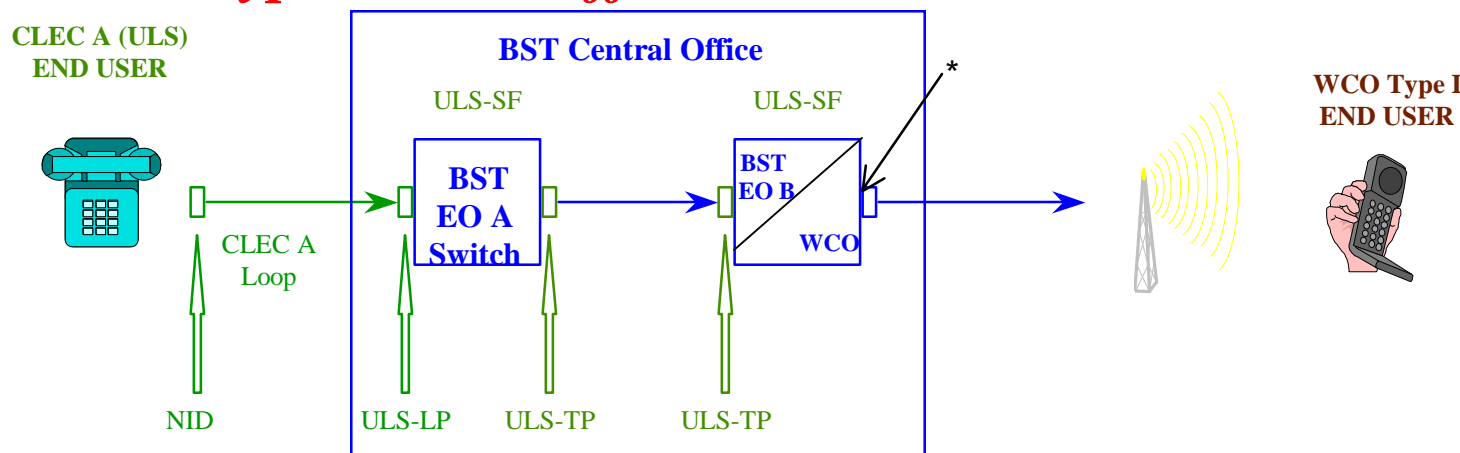
- BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)
- 10-01-01 is sent to CLEC A if WCO
- NPA-NXX is Land-to-Mobile

\* indicates demarcation between UNE Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 17A. BST Network - Calling Within a 7 and 10 Digit Dialing Scope

### Type I - Intraoffice/InterSwitch



#### Billing Concept

-- Unbundled Network Elements

#### Usage Recordings

-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.  
 -- Normal EO recordings appropriate to the type of service will be made.

\* indicates demarcation between UNE Network and other Networks

#### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
 -- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)  
 -- 2 ULS-TPs (trunk ports)  
 -- UIT-S (unbundled transport, fixed, mileage calculated from EO A to EO B) (zero transport miles)

#### WCO bills BST

-- Reciprocal compensation is not be billed to BST by the WCO.

#### Billing Factors

-- NA

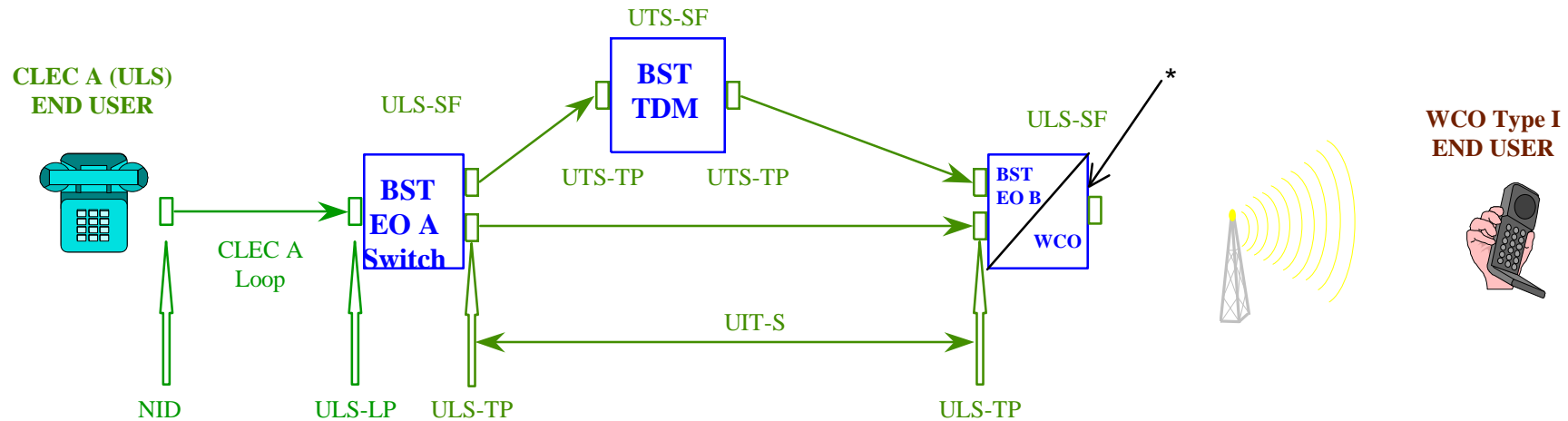
#### Record Exchange

BellSouth sends CLEC A  
 ODUF 10-01-31  
 (See Local/Toll Exceptions)  
 10-01-01 is sent to CLEC A if WCO  
 NPA-NXX is Land-to-Mobile

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 18. BST-Network - Calling Within a 7 and 10 Digit Dialing Scope

### Type I Interoffice



#### Billing Concept

- Unbundled Network Elements
- WCO Interconnection

#### Usage Recordings

- Call Code 001/006/072 is made at originating End Office
- no tandem indicator

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 2 ULS-SFs (unbundled local switching - originating, summarized at originating EO A)
- 2 ULS-TP (end office trunk ports)
- UIT-S (unbundled transport - shared, fixed and per mile, mileage from EO A to EO B)
- UTS-SF (unbundled melded tandem switching)
- 2 UTS-TPs (melded tandem trunk ports)

#### Billing Factors

- NA

#### Record Exchange

- BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)
- 10-01-01 is sent to CLEC A if WCO
- NPA-NXX is Land-to-Mobile

\* indicates demarcation between UNE Network and other Networks

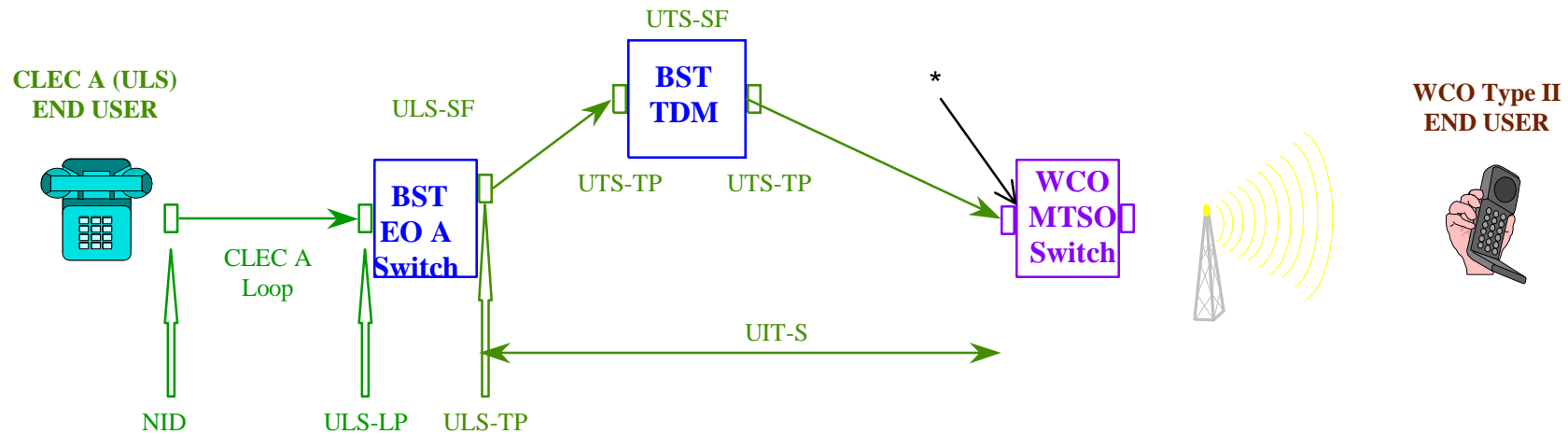
#### WCO bills BST

- Reciprocal compensation is not be billed to BST by the WCO.

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 19. Multi-Network - Calling Within a 7 and 10 Digit Dialing Scope

### Type II-A



#### Billing Concept

- Unbundled Network Elements
- WCO Interconnection

#### Usage Recordings

- Call Code 001/006/072 is made at originating End Office

No tandem indicator but entire NPA/NNX is wireless in Type 2 and Type 2 connects only at tandems

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled local switching - originating)
- 1 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport - shared, fixed and per mile , mileage from EO A to MTSO)
- UTS-SF (full rate unbundled tandem switching)
- 2 UTS-TPs (full rate tandem trunk ports)

#### WCO bills BST

- Reciprocal compensation is not be billed to BST by the WCO.

#### Billing Factors

- NA

#### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

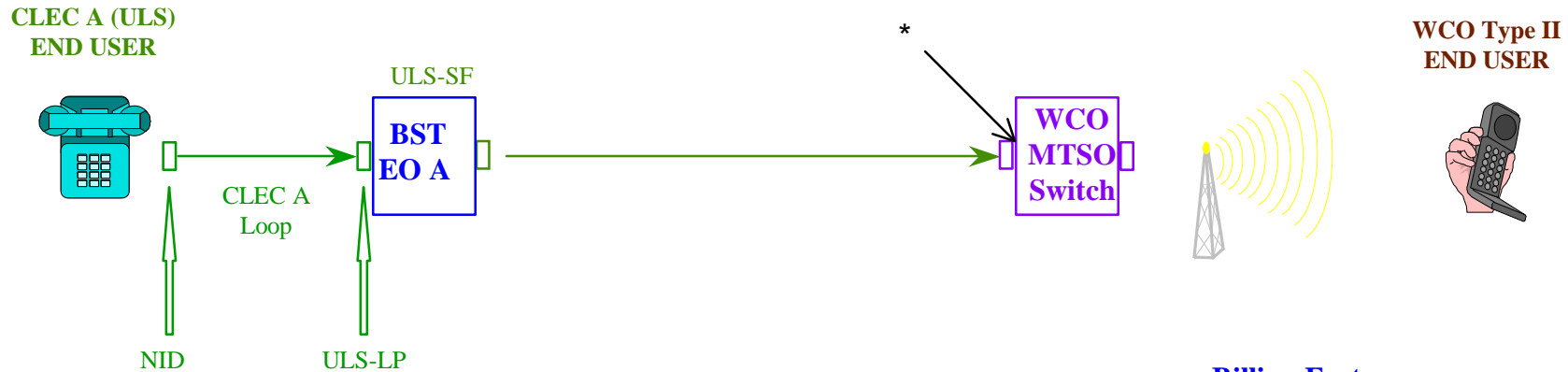
10-01-01 is sent to CLEC A if WCO NPA-NXX is Land-to-Mobile

\* indicates demarcation between UNE Network and other Networks



# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 19a. Multi-Network - Calling Within a 7 and 10 Digit Dialing Scope Type II-B



### Billing Concept

- Unbundled Network Elements
- WCO Interconnection - Type 2B where WCO purchases trunk from EOA to MTSO

### Usage Recordings

- Call Code 001/006/072 is made at originating End Office

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled local switching - originating)

### WCO bills BST

- Reciprocal compensation is not be billed to BST by the WCO.

### Billing Factors

- NA

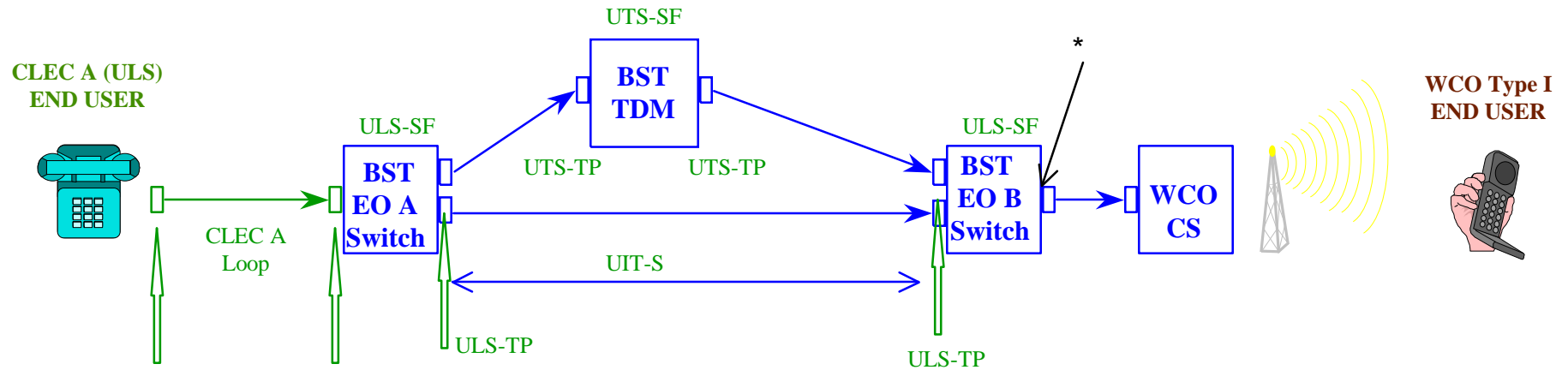
### Record Exchange

- BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)
- 10-01-01 is sent to CLEC A if WCO NPA-NXX is Land-to-Mobile

\* indicates demarcation between UNE Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 20. Multi-Network - Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) – Interoffice - Type I



### Billing Concept

- Unbundled Network Elements
- WCO Interconnection

### Usage Recordings

- Call Code 006 is made at originating End Office A

\* indicates demarcation between UNE Network and other Networks

### BST bills CLEC A at Originating EO

- ULS-LP (loop and port monthly)
- 2 ULS-SFs (unbundled local switching - originating, summarized at originating EO A)
- 2 ULS-TP (end office trunk ports)
- UIT-S (unbundled transport - shared, fixed and per mile, mileage from EO A to EO B)
- UTS-SF (unbundled melded tandem switching)
- 2 UTS-TPs (melded tandem trunk ports)

### WCO bills BST

- Reciprocal Compensation is not be billed to BST by the WCO

### Billing Factors

- NA

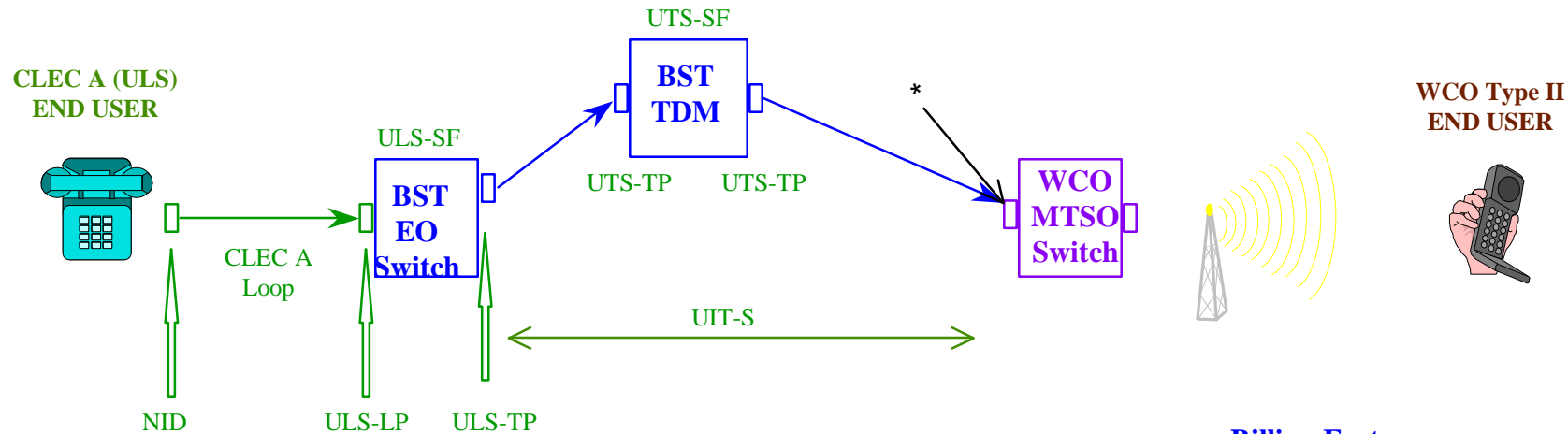
### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions) 10-01-01 is sent to CLEC A if WCO NPA-NXX is Land-to-Mobile

**Note:** CLEC A must LPIC BST in order for BellSouth to transport and terminate this call. Appropriate terms and conditions must be contained within the CLEC/BellSouth Interconnection Agreement in order for BellSouth to provide this functionality to the CLEC.

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 21. Multi-Network - Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) – Interoffice - Type II-A



### Billing Concept

- Unbundled Network Elements
- WCO Interconnection

### Usage Recordings

- Call Code 006 is made at originating End Office (can involve multiple tandems)
- non-BST UNE originated TNs should be excluded from Land-to-Mobilescreening for reverse billing retail service
- Entire NPA/NNX is wireless for Type 2, which only connects at tandems

### BST bills CLEC A at originating EO

- ULS-LP (loop and port monthly recurring)
- 1 ULS-SFs (unbundled local switching - originating)
- 1 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport - shared, fixed and per mile , mileage from EO A to MTSO)
- UTS-SF (full rate unbundled tandem switching)
- 2 UTS-TPs (full rate tandem trunk ports)

### WCO bills BST

- Local Interconnection is not to be billed to BST by the WCO

### Billing Factors

- NA

### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-01

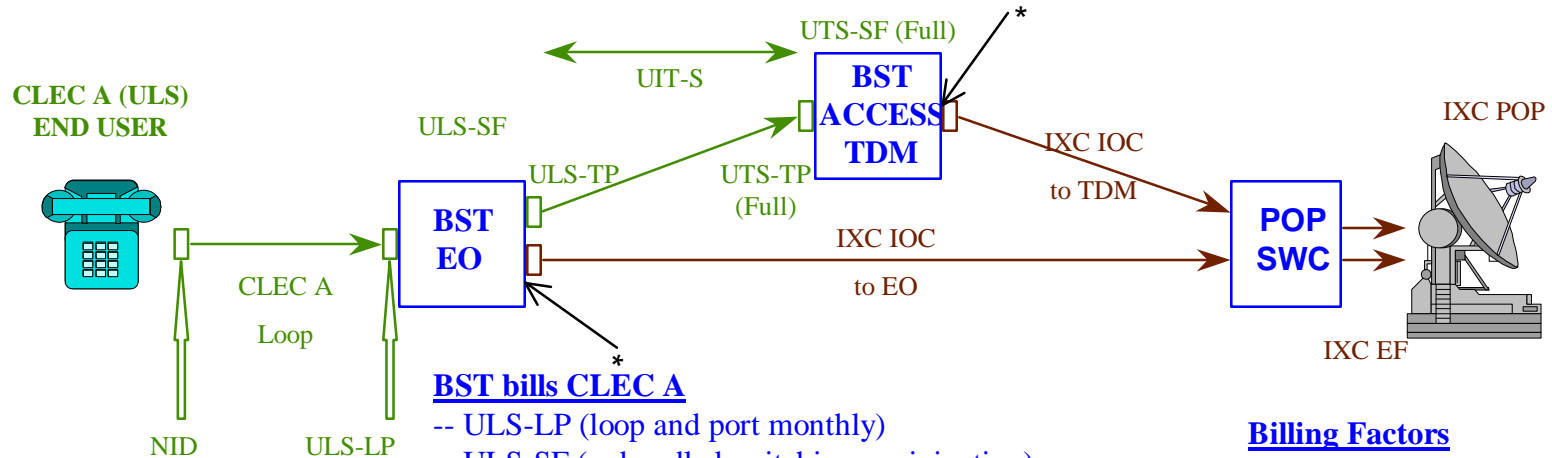
\* indicates demarcation between UNE Network and other Networks

**Note:** CLEC A must LPIC BST in order for BellSouth to transport and terminate this call. Appropriate terms and conditions must be contained within the CLEC/BellSouth Interconnection Agreement in order for BellSouth to provide this functionality to the CLEC

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 22. INTERSTATE / INTRASTATE ACCESS CALLING

### (Access Reform) Multi-Network Interoffice



#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- ULS-SF (unbundled switching - originating)
- Charges below apply if IXC tandem routed
- ULS-TP (end office trunk ports)
- UIT-S (unbundled transport - shared, mileage from BST EO and BST AT, fixed and per mile)
- UTS-TP (unbundled full rate tandem trunk ports)
- UTS-SF (unbundled full rate tandem switching)

#### CLEC A bills IXC

- Originating Access as agreed upon between CLEC A & IXC

#### BST bills IXC

- Dedicated Switched Local Channel (Entrance Facility)
- Dedicated Switched Transport (between POP SWC and UNE CLEC EO) if direct routed, dedicated transport (between POP SWC and Access Tandem) if tandem routed)

#### Billing Factors

- IXC will provide PIUs to BST and CLEC A

#### Record Exchange

- BellSouth sends CLEC A ADUF Originating 11-01-01

#### Demarcation Point between UNE Network and IXC Network

- Access Tandem Switch if tandem
- Terminating End office Switch (trunk side) if direct

\* indicates demarcation between UNE Network and other Networks

#### Billing Concept

- Access Reform
- Unbundled Network Elements
- Note that this call flow applies to intralata toll with non-BST LPIC

#### Usage Recordings

- Call Code 110/117 on FGD
- Call Code 134 on FGB

***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

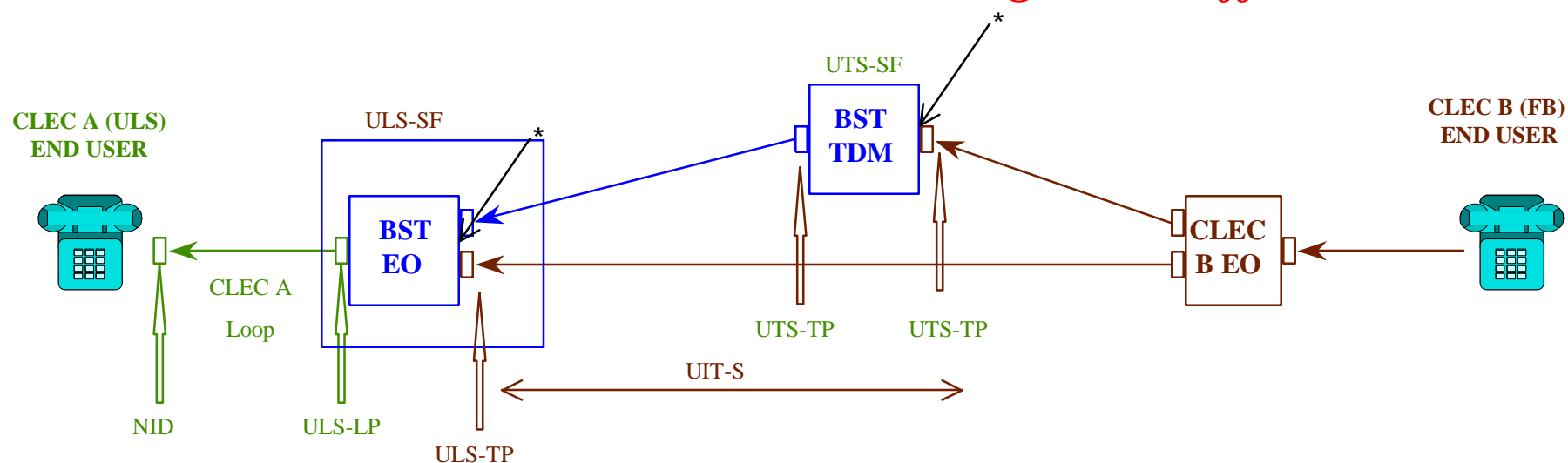
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# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 26. Multi-Network – Local Calling - Interoffice



### Billing Concept

-- Local Interconnection

### Usage Recordings

-- Call Code 119, 066, or 720

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- ULS-SF (unbundled local switching - terminating)  
IF tandem routed (local or access)
- ULS-TP (unbundled end office trunk ports)
- UIT-S (unbundled transport - shared between  
BST EO and BST AT or local tandem, fixed  
and per mile, mileage from BST AT associated with  
CLEC B EO to BST EO)
- UTS-TP (unbundled full rate tandem trunk port)
- UTS-SF (unbundled full rate tandem switching)

### CLEC A bills CLEC B

- Local Interconnection / charges per  
agreement

### Billing Factors

- CLEC B provides CLEC A a PIU & PLU

### Record Exchange

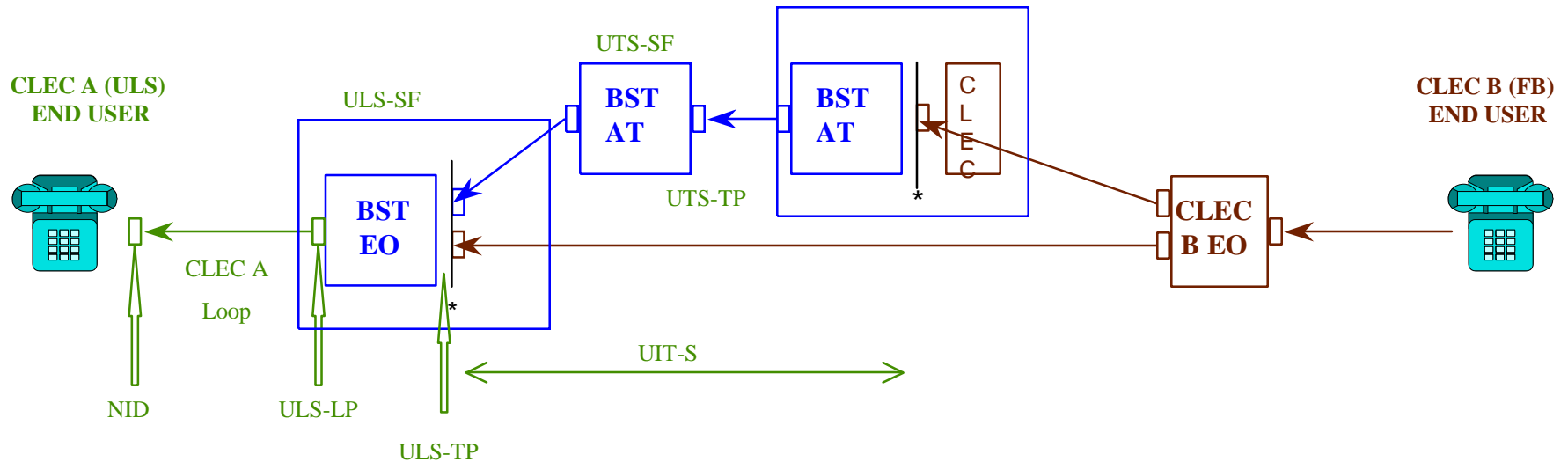
BellSouth sends CLEC A  
ADUF Terminating 11-01-01

\* indicates demarcation between UNE  
Network and other Networks



# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 27. Multi-Network - Intralata Toll Calling - Interoffice



### BST bills UNE CLEC A

- ULS-LP (loop and port monthly)
- ULS-SF (unbundled local switching - terminating) IF tandem routed
- ULS-TP (unbundled end office trunk ports)
- UIT-S (unbundled transport - shared between BST EO and BST AT, fixed and per mile, mileage from BST AT associated with CLEC B EO to BST EO)
- UTS-TP (unbundled full rate tandem trunk port)
- UTS-SF (unbundled full rate tandem switching)

### CLEC A bills CLEC B

- Access as agreed upon between CLEC A and CLEC B

### Billing Concept

- Local Interconnection

### Usage Recordings

- Call Code 119, 066, or 720

### Billing Factors

- FB CLEC B provides PIU and PLU to CLEC A

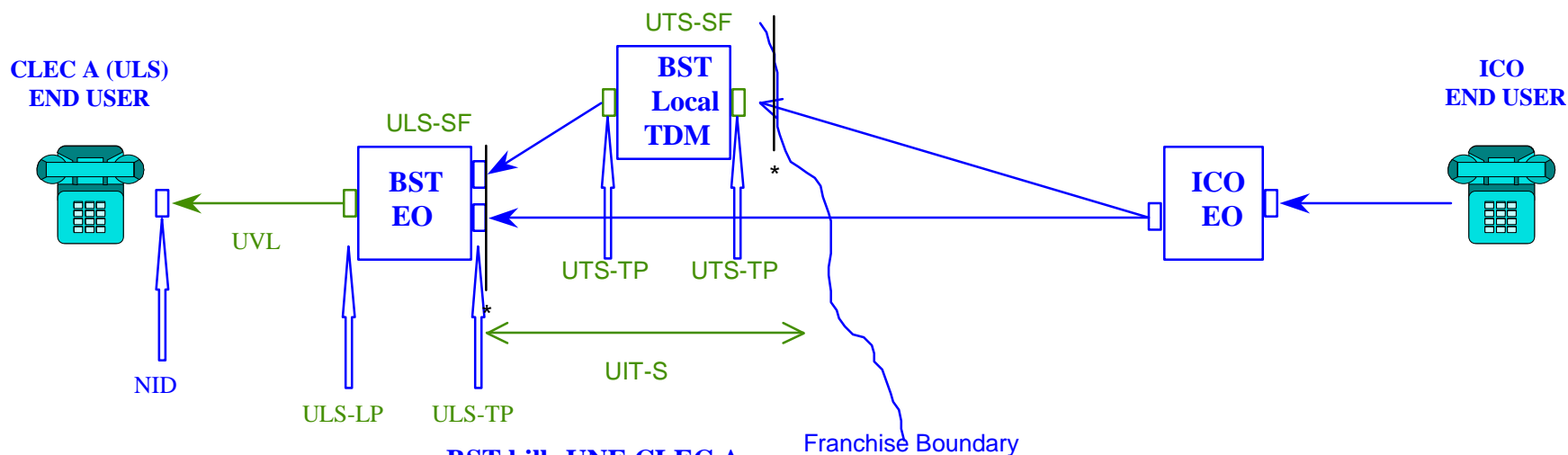
### Record Exchange

BellSouth sends CLEC A  
ADUF Terminating 11-01-01

\* indicates demarcation between UNE Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 28. Multi-Network – Local Calling - Interoffice



### Billing Concept

- Unbundled Network Elements
- Interconnection

### Usage Recordings

- Call Code 720 (from BST Local Tandem) or NA\* (CC720 has tandem indicator (drop any interlata calls since there is also a CC119 which is used to bill))

### BST bills UNE CLEC A

- ULS-LP (loop and port monthly)
- ULS-SF (unbundled local switching - terminating) IF tandem routed (local or access)
- ULS-TP (unbundled end office trunk ports)
- UIT-S (unbundled transport - shared between BST EO and BST Tandem, fixed and per mile, mileage from BST Tandem to BST EO)
- 2 UTS-TP (unbundled full rate tandem trunk port)
- UTS-SF (unbundled full rate tandem switching)

### CLEC A may bill ICO

- Local Interconnection charges per agreement.

### Billing Factors

- N/A

### Record Exchange

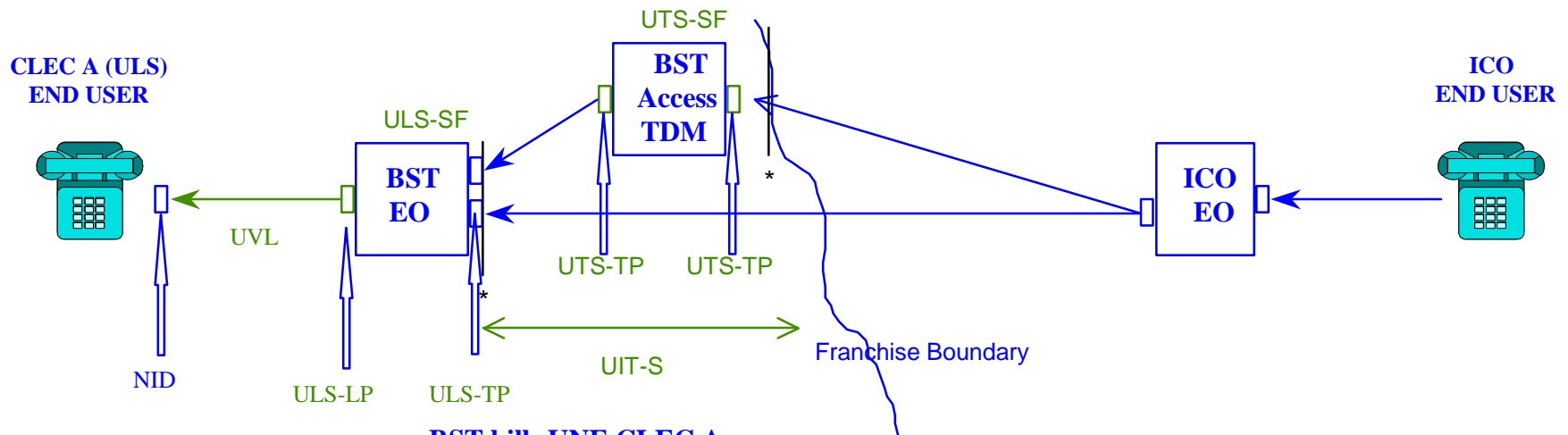
- BellSouth sends CLEC A ADUF Terminating 11-01-01 (CIC of 000 should be in this record)

\* indicates demarcation between UNE Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 29. Multi-Network IntraLATA Toll CALLING

### Interoffice



#### Billing Concept

- Unbundled Network Elements
- Interconnection

#### Usage Recordings

- Call Code 720 (from BST Access Tandem) or NA\*
- (CC720 made even if pre-subscribed LPIC - any interlata CC720 is dropped since assume CC119 used to bill)

#### BST bills UNE CLEC A

- ULS-LP (loop and port monthly)
- ULS-SF (unbundled local switching - terminating)
- IF tandem routed
- ULS-TP (unbundled end office trunk ports)
- UIT-S (unbundled transport - shared between BST EO and BST Access Tandem, fixed and per mile, mileage from BST Access Tandem to BST EO)
- 2 UTS-TP (unbundled full rate tandem trunk port)
- UTS-SF (unbundled full rate tandem switching)

#### BST/ICO Settlements apply

ICO puts call into settlements process - can be PCP/ORP Plans

#### CLEC A may bill ICO

- Local Interconnection charges per agreement.

#### Billing Factors

- N/A

#### Record Exchange

BellSouth sends CLEC A ADUF Terminating 11-01-01 (CIC of 0000 should be in this record)

\* indicates demarcation between UNE Network and other Networks

***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

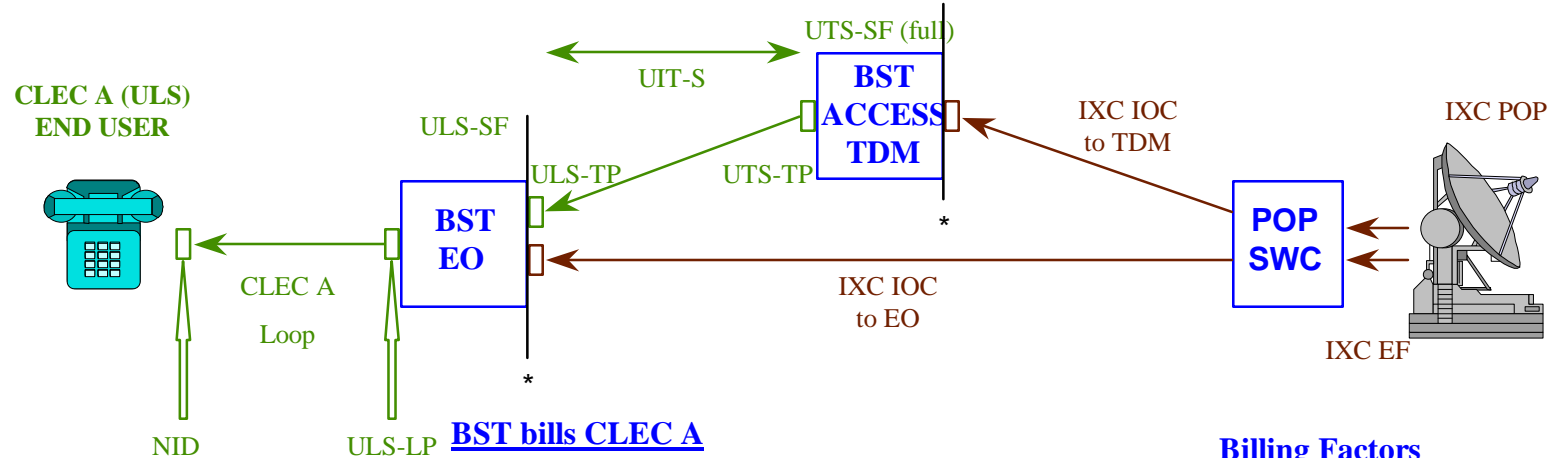
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# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 33. INTERSTATE / INTRASTATE ACCESS CALLING

### (Access Reform) Multi-Network Interoffice

Revised 09/21/99



#### Billing Concept

- Unbundled Network Elements
- Access Reform

#### Usage Recordings

- Call Code 119 on FG D
- Call Code 135 on FG B

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- ULS-SF (unbundled switching - terminating EO)
- Charges below apply if IXC tandem routed
- ULS-TP (end office trunk port)
- UIT-S (unbundled transport - shared, mileage from BST EO and BST AT)
- UTS-TP (Full Tandem trunk Port)
- UTS-SF (unbundled full tandem switching)

#### CLEC A may bill IXC

- Terminating Access as agreed upon between CLEC A & IXC

#### BST bills IXC

- BST portion of dedicated switched transport from IXC POP to BST AT if tandem-routed or BST portion of dedicated transport from IXC POP to CLEC EO if direct

#### Billing Factors

- IXC must provide terminating PIUs and possibly PLU to BST and CLEC A

#### Record Exchange

BellSouth sends CLEC A  
ADUF Terminating 11-01-01

\* indicates demarcation between UNE Network and other Networks



# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

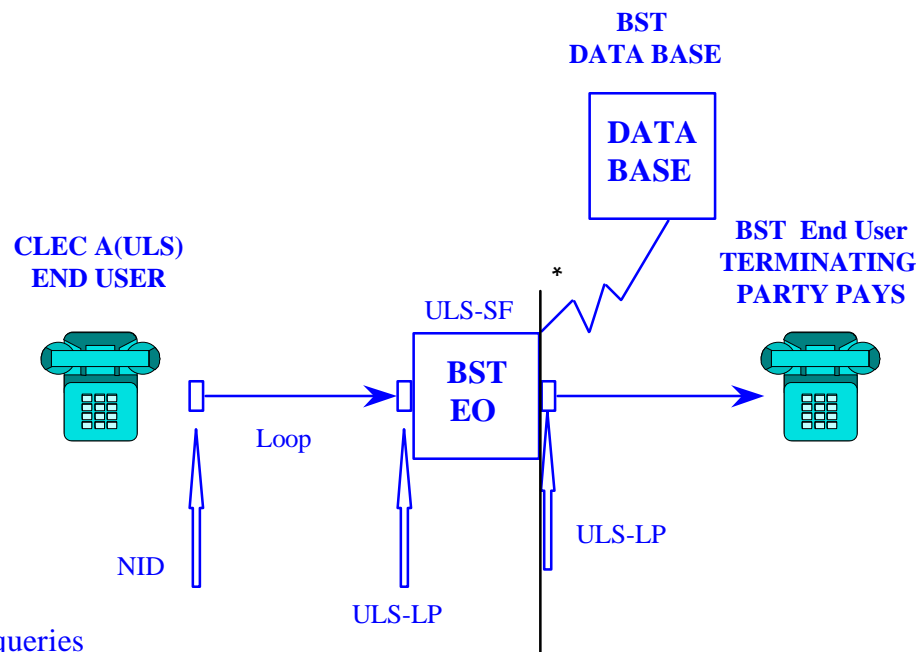
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***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 37. BST Network Intralata 800 - Intraoffice/Intraswitch



### Billing Concept

- End office capable of data base queries
- Unbundled Network Elements
- Terminating Party Pays Services  
(Includes 800 Services)

### Usage Recordings

- Call Code 142 for 800 is made at the End Office (no tandem indicator)

### BST bills CLEC A

- ULS-LP (Loop and port monthly)
- ULS-SF (unbundled local switching - originating)
- 800 Data Base Dip

### BST bills BST 800 Number

- CRIS bills Terminating Party Pays

### CLEC A may bill BST

- Originating Access (LT, EO, CCL)
- 800 Data Base Dip

### Billing Factors

- N/A

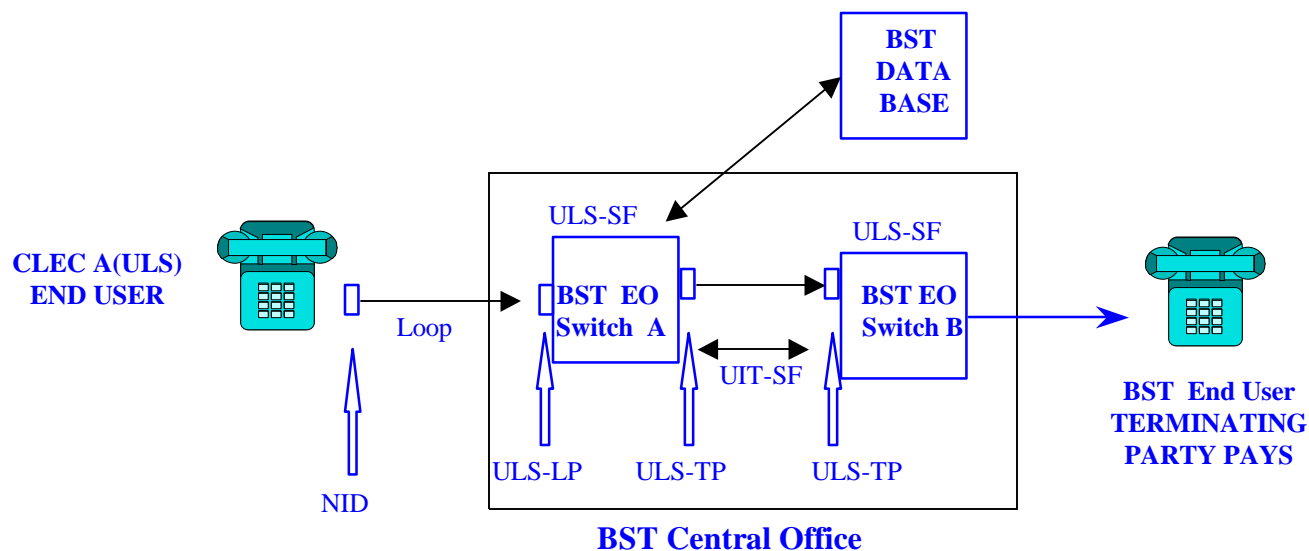
### Record Exchange

BellSouth sends CLEC A  
ADUF 11-01-25  
(CIC of 5124)

\* indicates demarcation between UNE  
Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 37a. BST Network Intralata 800 - Intraoffice/Interswitch



### Billing Concept

- End office capable of data base queries
- Unbundled Network Elements
- Terminating Party Pays Services (Includes 800 Services)

### Usage Recordings

- Call Code 142 for 800 is made at the End Office (no tandem indicator)

### BST bills CLEC A

- ULS-LP (Loop and port monthly)
- 1 ULS-SF (unbundled local switching - originating)
- 1 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport - shared, fixed and per mile, mileage from Switch A to Switch B - zero transport miles)
- 800 Data Base Dip

### BST bills BST 800 Number

- CRIS bills Terminating Party Pays

### CLEC A may bill BST

- Originating Access (LT, EO, CCL)
- 800 Data Base Dip

### Billing Factors

- N/A

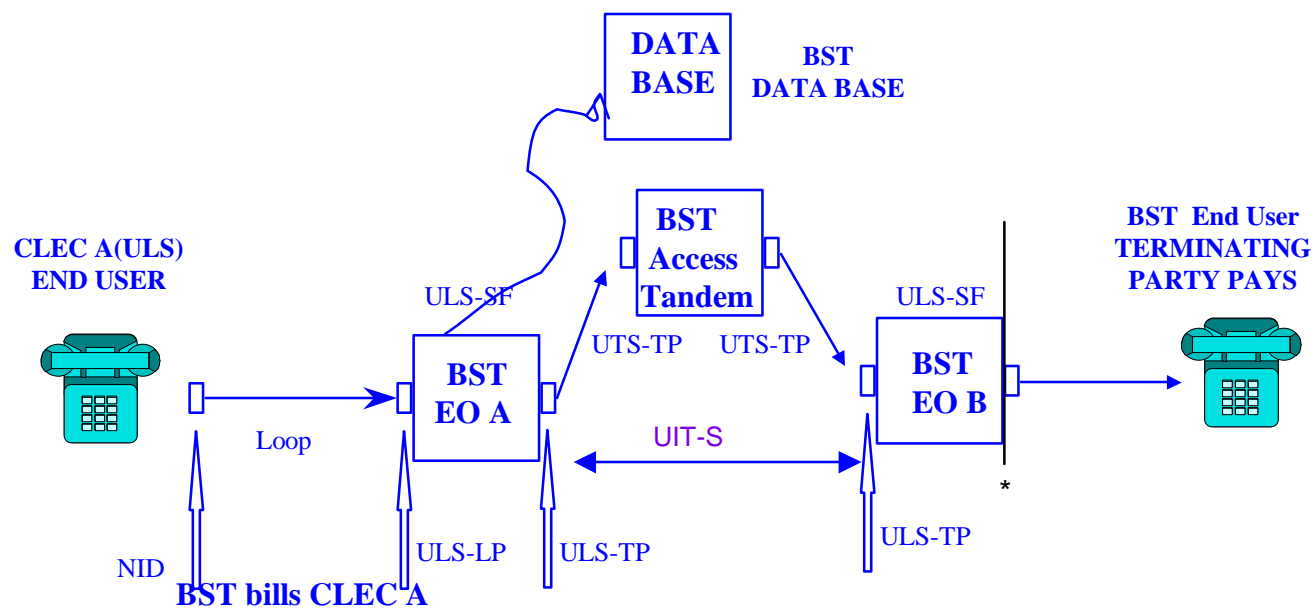
### Record Exchange

BellSouth sends CLEC A  
ADUF 11-01-25  
(CIC of 5124)

\* indicates demarcation between UNE Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 38. BST Network Intralata 800 - Interoffice



### Billing Concept

- capable of data base queries
- Unbundled Network Elements
- Terminating Party Pays Services (Includes 800 Services)

### Usage Recordings

- Call Code 142 for 800 is made at the End Office (no tandem indicator)

### BST bills CLEC A

- ULS-LP (Loop and port monthly)
- 1 ULS-SF (unbundled local switching originating summarized at originating EO A)
- UIT-S (unbundled shared transport, fixed & per mile, mileage from BST EO A to BST EO B)
- 1 ULS-TP (end office trunk port)
- UTS-SF (melded tandem switching)
- 2 UTS-TP (melded tandem trunk ports)
- 800 Data Base Dip

### BST bills BST 800 Number

- CRIS bills Terminating Party Pays

### CLEC A may bill BST

- Originating Access (LT, EO, CCL)
- 800 Data Base Dip

### Billing Factors

- N/A

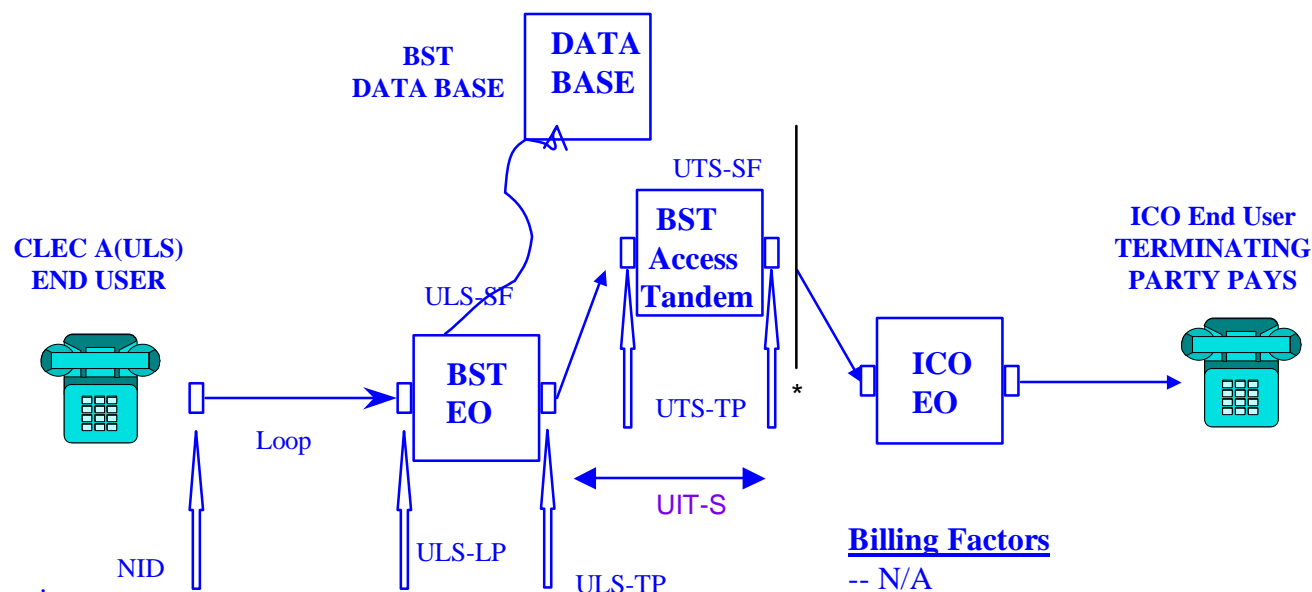
### Record Exchange

BellSouth sends CLEC A  
ADUF 11-01-25  
(CIC of 5124)

\* indicates demarcation between UNE Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 38A. Multi-Network Intralata 800 - Interoffice



### Billing Concept

- Meet point billing
- BST EO capable of data base queries
- Unbundled Network Elements
- Terminating Party Pays Services (Includes 800 Services)

Note: UNE cannot be used for intralata 800

### Usage Recordings

- Call Code 142 for 800 is made at the End Office (no tandem indicator)

### BST bills CLEC A

- ULS-LP (Loop and port monthly)
- ULS-SF (unbundled local switching - originating)
- UIT-S (unbundled shared transport, mileage from BST EO and BST tandem, default to zero miles, see note on right)
- ULS-TP (end office trunk port)
- 2 UTS-TP (melded tandem trunk ports)
- UTS-SF (melded tandem switching)
- 800 Data Base Dip

### ICO bills ICO EU

- Terminating Party Pays

### CLEC A may bill ICO

- Originating Access (LT, EO, CCL)
- 800 Data Base Dip

### Billing Factors

- N/A

### Record Exchange

BellSouth sends CLEC A  
ADUF 11-01-25  
(CIC of 0000)

BellSouth sends 010125 record to ICO

CLEC A may send EMR 1150XX to BST in error

Note: default UIT-S to zero miles since do not know: if call was tandem routed, meet point with ICO, and that EO and tandem could possibly be co-located

\* indicates demarcation between UNE Network and other Networks

***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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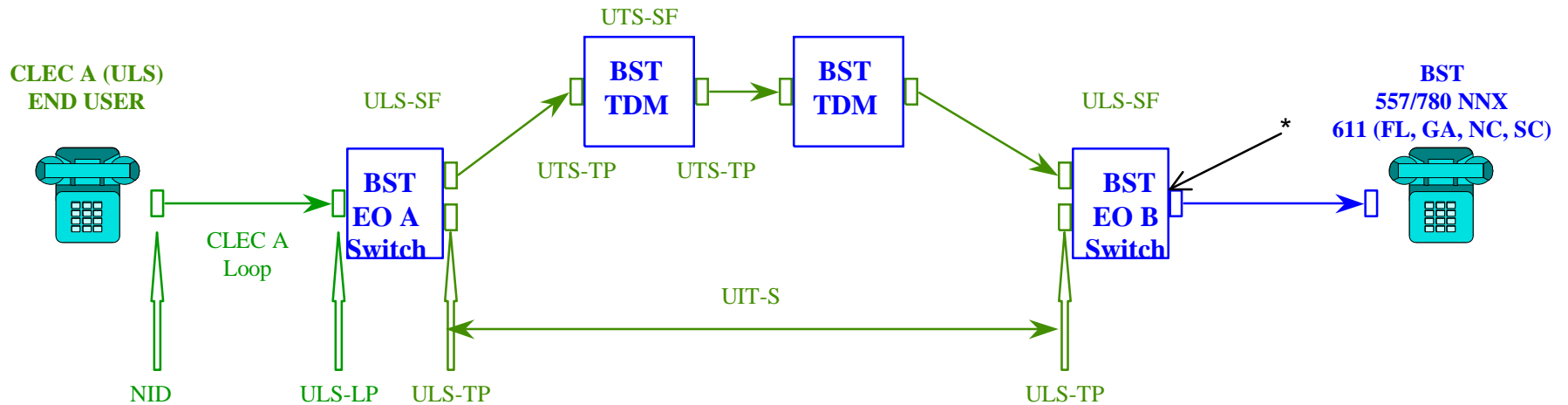


# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# **UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS**

## **49. BST Network - Interoffice Terminating to BST Official Telephone Numbers**



### **Billing Concept**

- Unbundled Network Elements
- Calls to BST Repair are to 557/780

### **Usage Recordings**

- Call Code 001, 006, 072 (005 in 1AESS) is made at the End Office.
- No tandem indicator, no access time, no attempts. It does not matter whether the call is local or intralata toll.

Note 1: For 611 calls originating from a Siemen's EWSD switch and if CLEC A has not subscribed to Selective Call Routing via the AIN Platform, BellSouth currently does not have the capability to bill UNE usage elements nor provide DUF records.

### **BST bills CLEC A**

- ULS-LP (loop and port monthly)
- 2 ULS-SF (unbundled local switching, originating and terminating, summarized at originating EO A )
- 2 ULS-TP (end office ports)
- UIT-S unbundled transport - shared, fixed and per mile)
- UTS-SF (unbundled full tandem switching)
- 2 UTS-TP (full tandem trunk ports)

Note 2: use end office and tandem V&H coordinates for mileage since these calls may be routed interstate over corporate Network.

### **Billing Factors**

- NA

### **Record Exchange**

BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (see Local Toll Exceptions) (See exception in note 1)

\* indicates demarcation between UNE Network and other Networks

# ***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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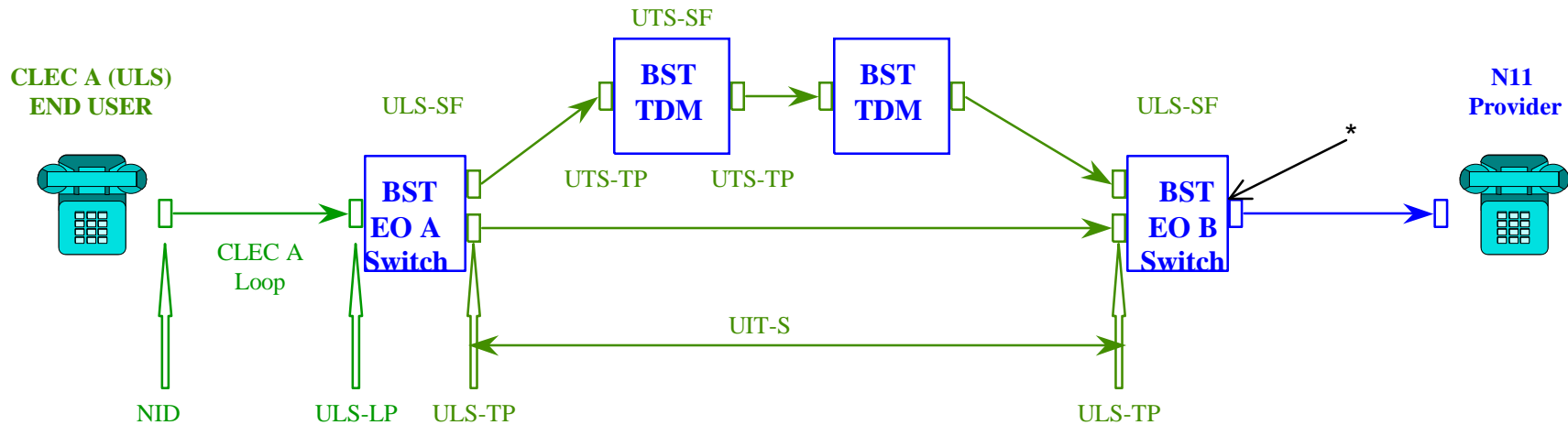
***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

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# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 52. BST Network - N11 Calling – Interoffice

(excluding 611 in FL, GA, NC and SC)



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

-- Call Code 001 (NOT MBI13) or Call Code 006/072 is made at the End Office.  
 No tandem indicator, no access time, no attempts. No terminating recording.  
 -- Normal EO recordings appropriate to the type of service will be made.  
 NOTE: Call code 006 records are related to ELCA plans.

### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
 -- 1 ULS-SFs (unbundled switching - originating summarized at originating EO A)

### Billing Factors

-- NA

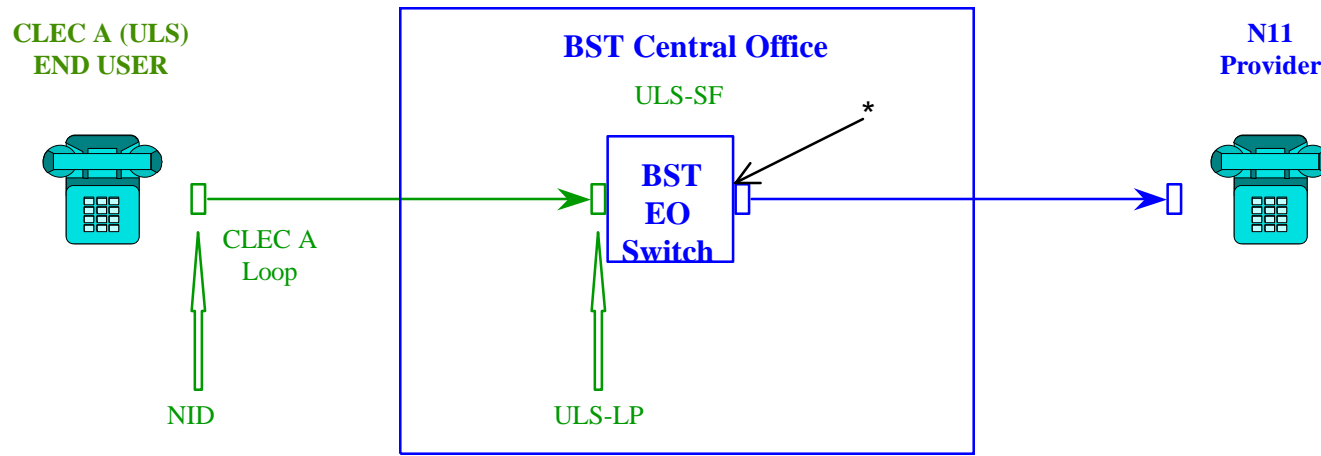
### Record Exchange

BellSouth sends CLEC A  
 ODUF 10-01-18

\* indicates demarcation between UNE Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 52A. BST Network - N11 Calling - Intraoffice/Intraswitch (excluding 611 in FL, GA, NC and SC)



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
- Normal EO recordings appropriate to the type of service will be made.

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- ULS-SF (unbundled switching)

### Billing Factors

-- NA

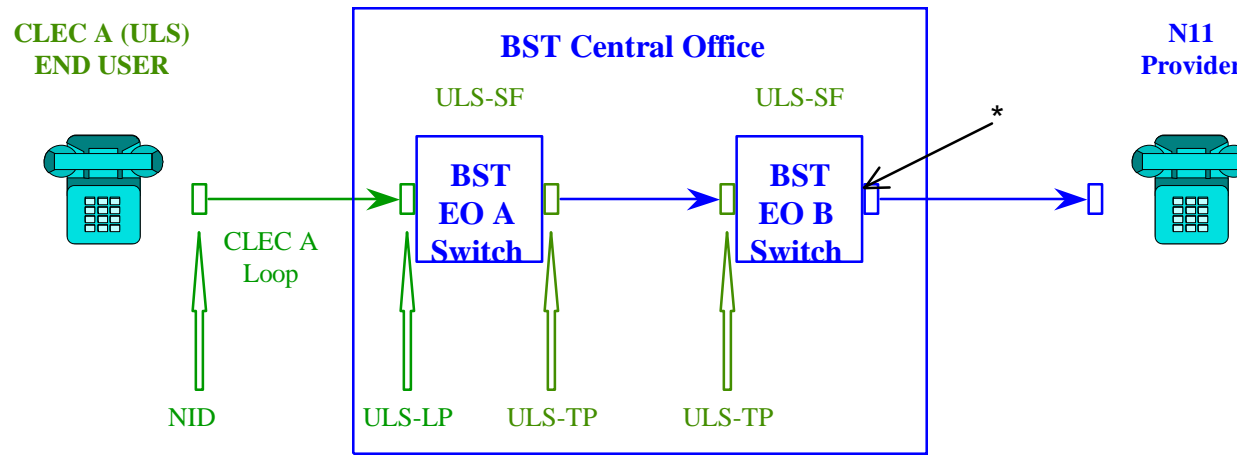
### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-18

\* indicates demarcation between UNE  
Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 52B. BST Network - N11 - Intraoffice/Interswitch (excluding 611 in FL, GA, NC and SC)



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.  
-- Normal EO recordings appropriate to the type of service will be made.

### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)

### Billing Factors

-- NA

### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-18

\* indicates demarcation between UNE Network and other Networks

***UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS***

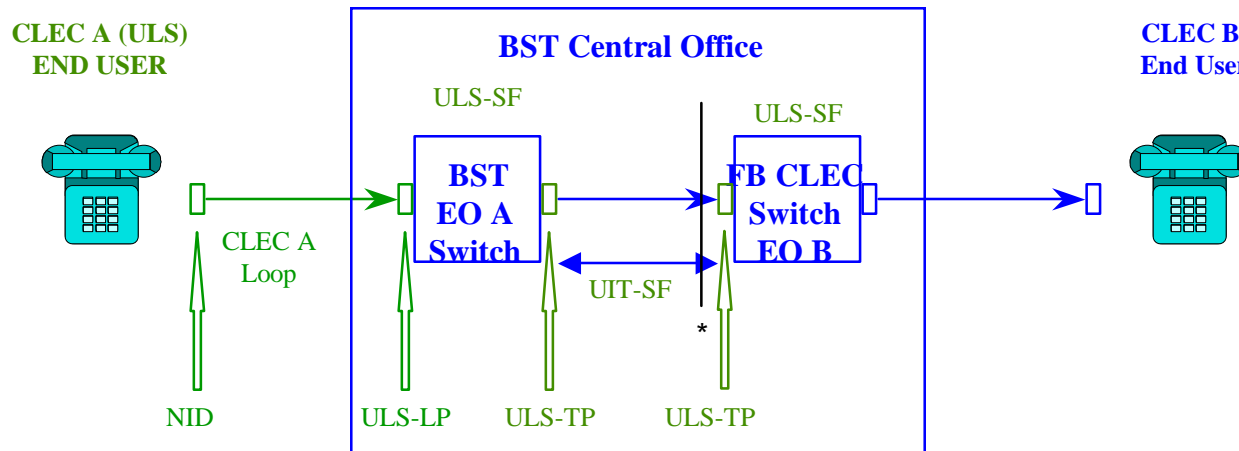
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# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 54. Multi-Network – Calling Within a 7 and 10 Digit Dialing Scope

### Intraoffice/Interswitch FB CLEC Switch Co-located in BST CO



#### Billing Concept

- Unbundled Network Elements
- Assume 1st 8 characters of FB CLEC CLLI code are same as BST EO A

#### Usage Recordings

- Call Code 001 (NOT MBI13)/CC006/CC072 is made at the End Office A. No tandem indicator, no access time, no attempts. No term recording.

\* indicates demarcation between UNE Network and other Networks

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 2 ULS-SFs (unbundled switching - originating, summarized at originating & terminating EO A)
- 2 ULS-TPs (trunk ports)
- UIT-S (unbundled transport, fixed, mileage calculated from EO A to EO B) (zero transport miles since V&H's for EO A and B are the same)

#### FB CLEC B Billing

---- The Industry has not established how CLEC B may Bill CLEC A for reciprocal compensation. In the interim, BST shall bill the terminating EO switching to CLEC A and pay Reciprocal compensation to CLEC B as such calls appear to be originated by BST end users.

#### Billing Factors

- NA

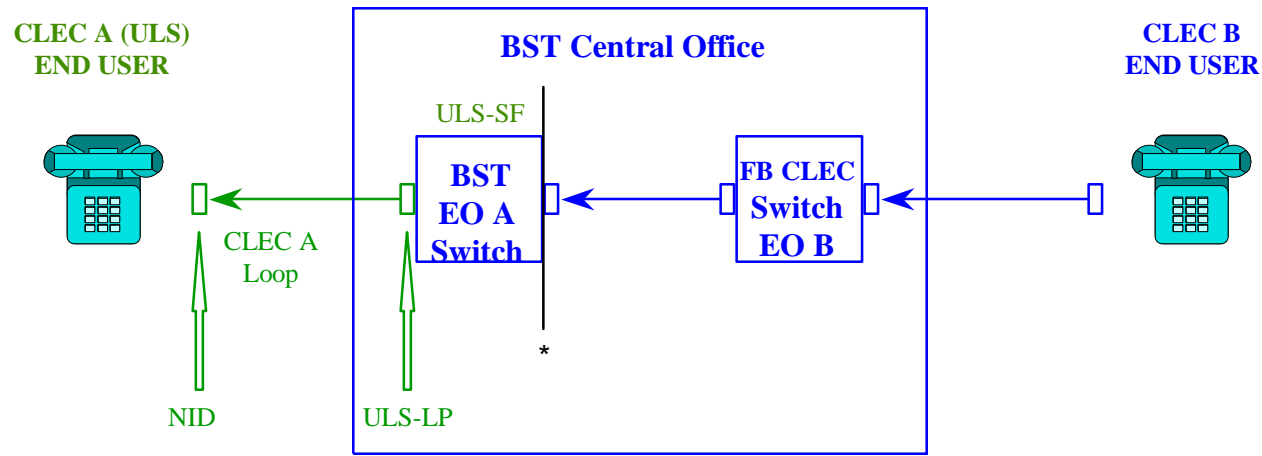
#### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 55. Multi-Network LOCAL CALLING

### Intraoffice/Interswitch FB CLEC Switch Co-located in BST CO



#### Billing Concept

-- Unbundled Network Elements

#### Usage Recordings

-- Call Code 119, 720 made at End Office A.

#### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
-- ULS-SF (unbundled local switching - terminating)

#### CLEC A bills CLEC B

-- Local Interconnection / charges per agreement (recovers cost for ULS-SF)

#### Billing Factors

-- NA

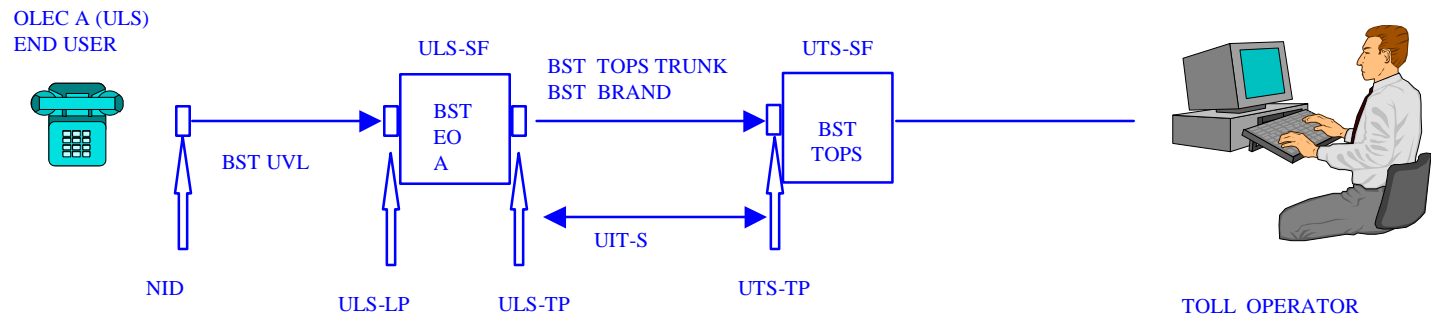
#### Record Exchange

BellSouth sends CLEC A  
ADUF Terminating 11-01-01

\* indicates demarcation between UNE Network and other Networks

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O1. OPERATOR CALL PROCESSING - NO ATTEMPT - BST BRAND OR UNBRANDED ZERO MINUS



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 196 made at the TOPS (no attempts) (use elapsed time)
- Call Code 189(non-billable)
- Call Code 192 (DA charges/credits)

Query Operator only -  
Call is NOT outpulsed  
Operator Call Handling  
NOT subsequent to DA

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
- 1 ULS-TPs (end office trunk port)
- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO to TOPS)
- 1 UTS-TP (tandem trunk port - full)
- 1 UTS-SF (unbundled tandem switching - full)
- Per call/minute operator charges per CLEC contract
- DA charges/credits (CC 192)

### Billing Factors

-- NA

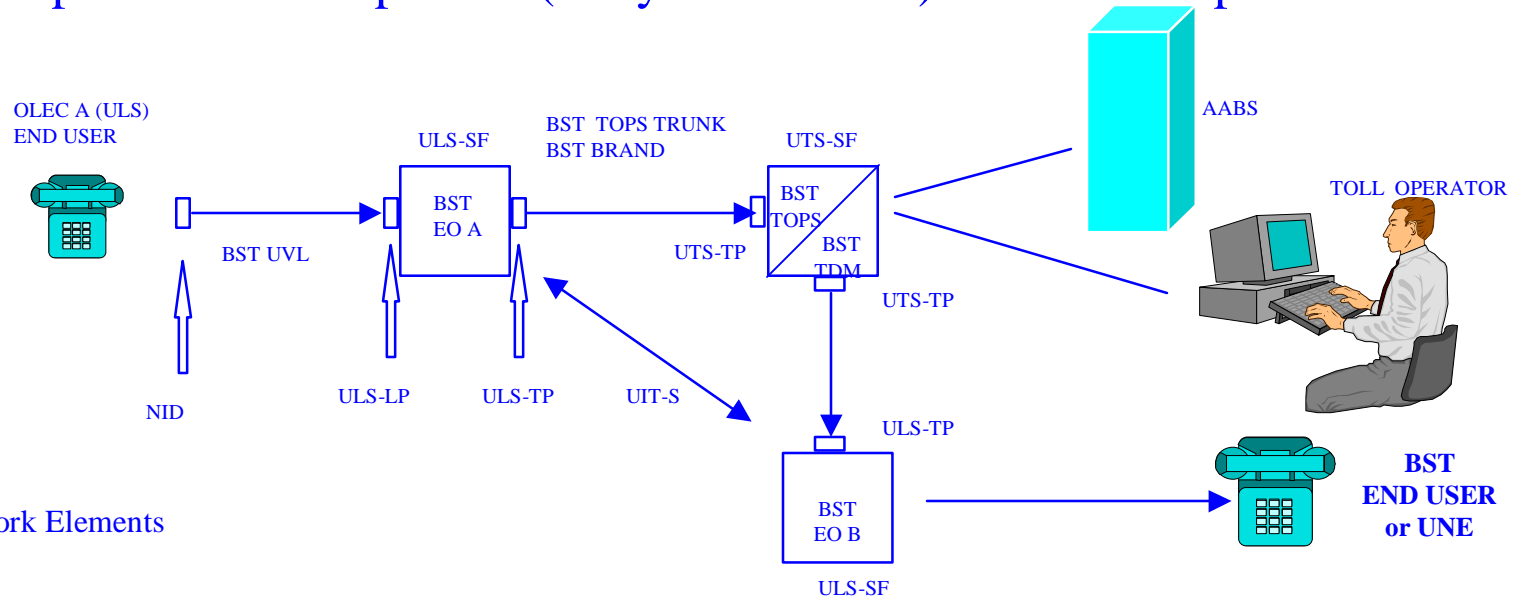
### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-01

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O2. OPERATOR CALL PROCESSING - BST BRAND OR UNBRANDED ZERO MINUS or ZERO PLUS

Incomplete Call Completion (Busy/No Answer) or Call Completion



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 192 made at the TOPS  
TOPS functions like tandem, but no tandem indicator in call detail (use elapsed time)
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

CLEC end user dials 0 - BST Operator dials terminating number and handles billing or CLEC end user dials 0+ terminating number Operator Call Handling NOT subsequent to DA Operator Call Handling - Incomplete Call Completion or call completed

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
- 2 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to BST EO B)
- 2 UTS-TP (unbundled full tandem trunk ports)
- UTS-SF (unbundled full tandem switching)
- Per call/minute operator charges per CLEC contract
- DA charges/credits (CC 192)

### Billing Factors

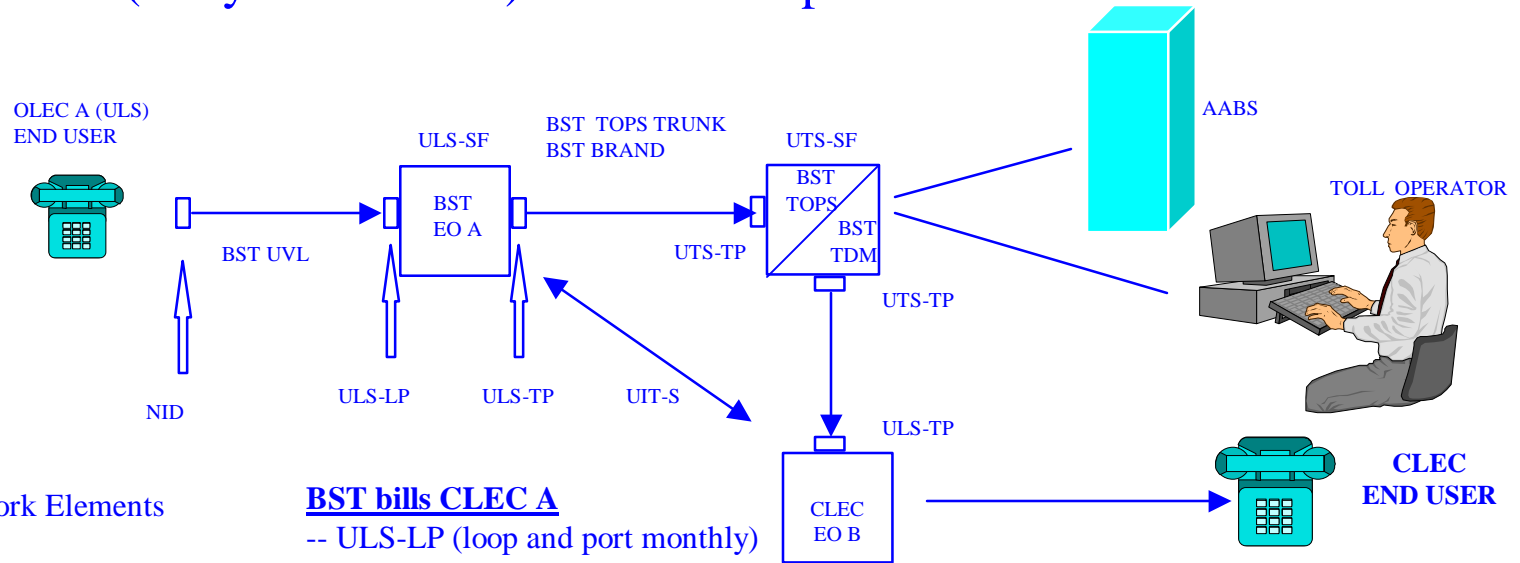
-- NA

### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (indicator 18 set to 2)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## 02A. OPERATOR CALL PROCESSING - BST BRAND or UNBRANDED ZERO MINUS or ZERO PLUS LOCAL , Incomplete Call Completion (Busy/No Answer) or Call Completion to CLEC



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 192 made at the TOPS TOPS functions like tandem, but no tandem indicator in call detail (use elapsed time)
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

CLEC end user dials 0 - BST Operator dials terminating number and handles billing or CLEC end user dials 0+ terminating number Operator Call Handling NOT subsequent to DA Operator Call Handling - Incomplete Call Completion or call completed

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
- 2 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to CLEC EO B)
- 2 UTS-TP (unbundled full tandem trunk ports)
- UTS-SF (unbundled full tandem switching)

(Note: only bill 1 UTS-SF even though sometimes switching in TOPS and in TDM occur)

- Per call/minute operator charges per CLEC contract
- DA charges/credits (CC 192)

### FB CLEC may bill BST

Reciprocal Compensation

### Billing Factors

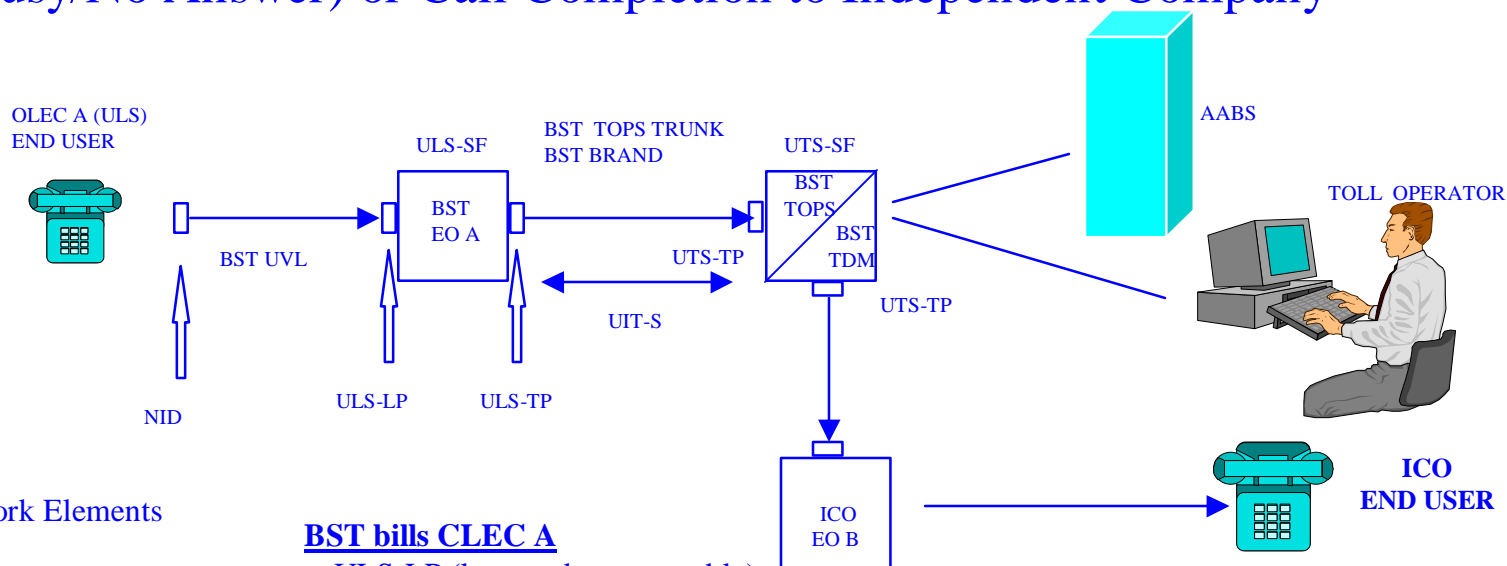
-- NA

### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (indicator 18 set to 2)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O2B. OPERATOR CALL PROCESSING - BST BRAND or UNBRANDED ZERO MINUS or ZERO PLUS LOCAL, Incomplete Call Completion (Busy/No Answer) or Call Completion to Independent Company



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 192 made at the TOPS TOPS functions like tandem, but no tandem indicator in call detail (use elapsed time)
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

CLEC end user dials 0 - BST Operator dials terminating number and handles billing or CLEC end user dials 0+ terminating number Operator Call Handling NOT subsequent to DA Operator Call Handling - Incomplete Call Completion or call completed

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
- 1 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to TOPS)
- 2 UTS-TP (unbundled full tandem trunk ports)
- UTS-SF (unbundled full tandem switching)
- Per call/minute operator charges per CLEC contract
- DA charges/credits (CC 192)

### BST/ICO

Local is bill & keep (no settlement)

### Billing Factors

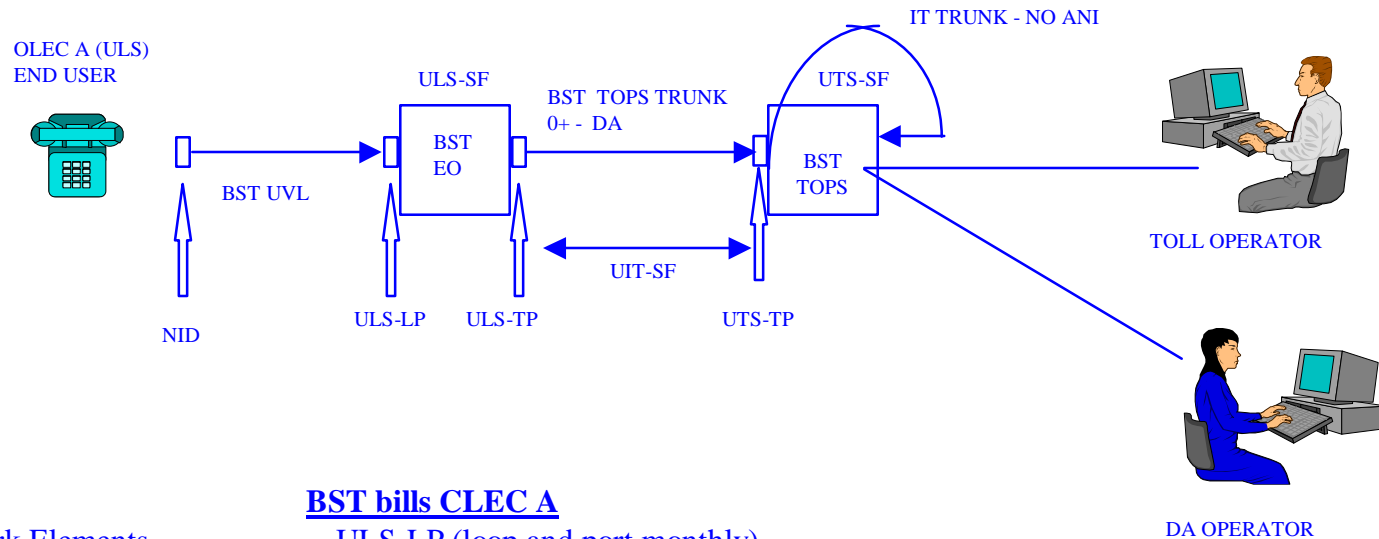
-- NA

### Record Exchange

BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (indicator 18 set to 2)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O3. ZERO PLUS - OPERATOR CALL PROCESSING- BST BRAND OR UNBRANDED 0+ DIRECTORY ASSISTANCE



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 192 made at the TOPS (module 052) (use elapsed time)
- Call Code 195 made at TOPS is discarded
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

BST and OLECs on trunk group

End user dials: East: 0+411  
West : 0+411  
0+ Home NPA 555

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO )
- 1 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO to TOPS)
- 1 UTS-TP (unbundled full tandem trunk port)
- 1 UTS-SF (unbundled tandem switching - full)
- Per call/minute operator charges per CLEC contract
- DA charges/credits (CC 192)

### Billing Factors

-- NA

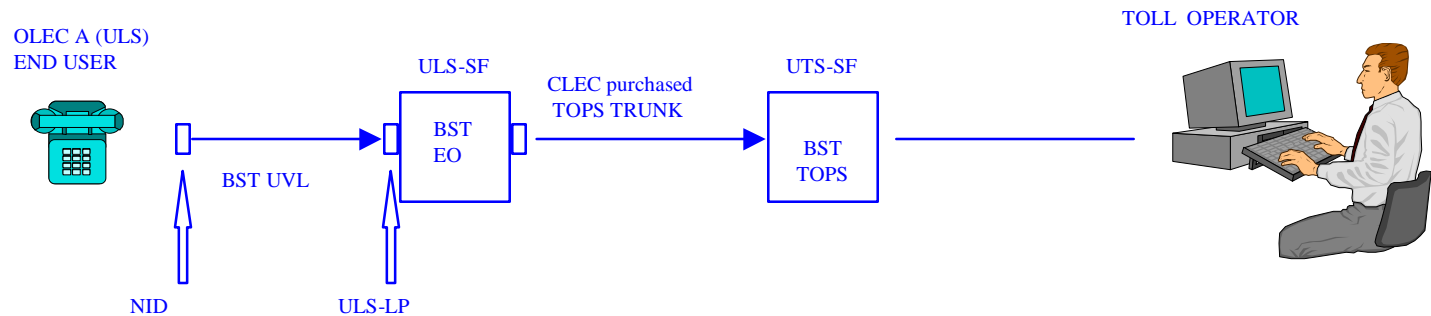
### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O4. OPERATOR CALL PROCESSING -NO ATTEMPT

### CLEC BRAND - LINE CLASS CODE METHOD



#### Billing Concept

-- Unbundled Network Elements

#### Usage Recordings

-- Call Code 196 made at the TOPS  
(use elapsed time)

#### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
-- 1 ULS-SFs (unbundled switching -  
originating, summarized at originating EO )  
-- 1 UTS-SF (unbundled tandem switching - full)

#### Billing Factors

-- NA

#### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-01

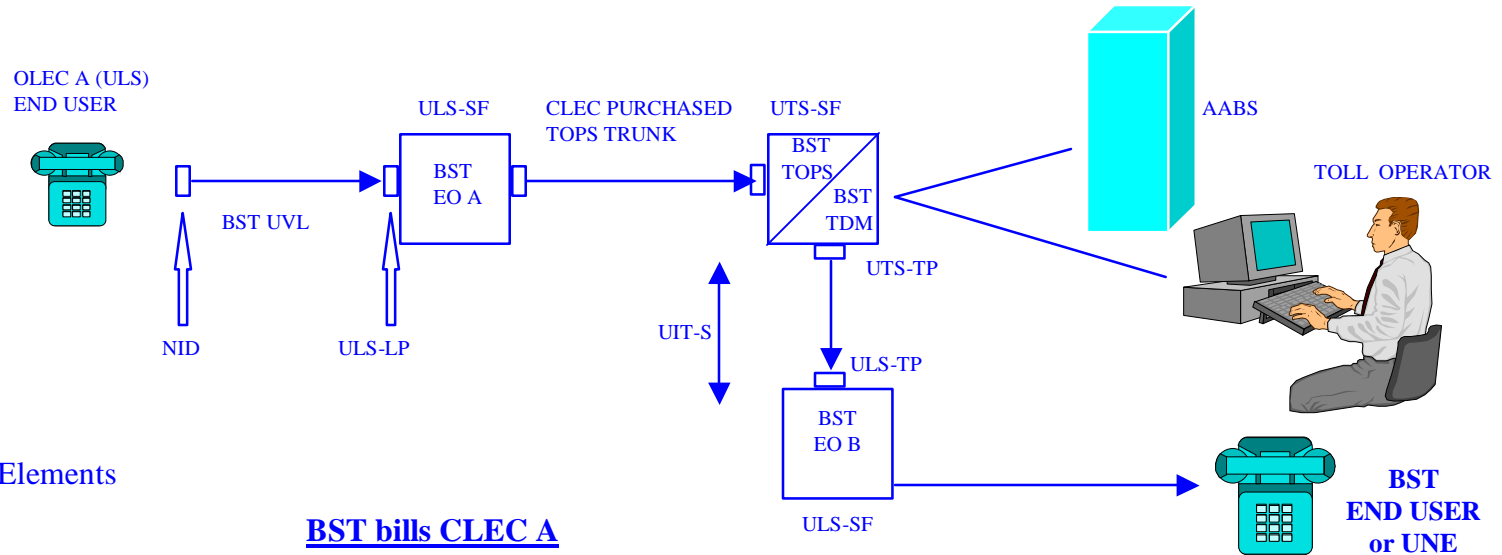
ZERO MINUS  
NO ATTEMPT  
ANI  
Query Operator only  
Operator Call Handling NOT subsequent to DA

CLEC orders Customized Routing /LCCs



# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O6. OPERATOR CALL PROCESSING - CLEC BRAND ZERO MINUS or ZERO PLUS - LINE CLASS CODE METHOD Incomplete Call Completion (Busy/No Answer) or Call Completed



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 192 made at TOPS
- Assumes line class code method
- TOPS functions like a tandem
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

CLEC End User dials 0- BST Operator dials terminating number and handles billing or  
CLEC End user dials 0+ terminating number  
Operator Call Handling NOT subsequent to DA  
Operator Call Handling - Incomplete Call Completion  
Call is NOT answered or Call is answered.

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO)
- 1 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport, fixed and per mile with mileage from TOPS to EO B)
- 1 UTS-TP (full tandem trunk ports)
- 1 UTS-SF (unbundled full tandem switching)
- DA charges/credits (CC 192)

### Billing Factors

-- NA

### Record Exchange

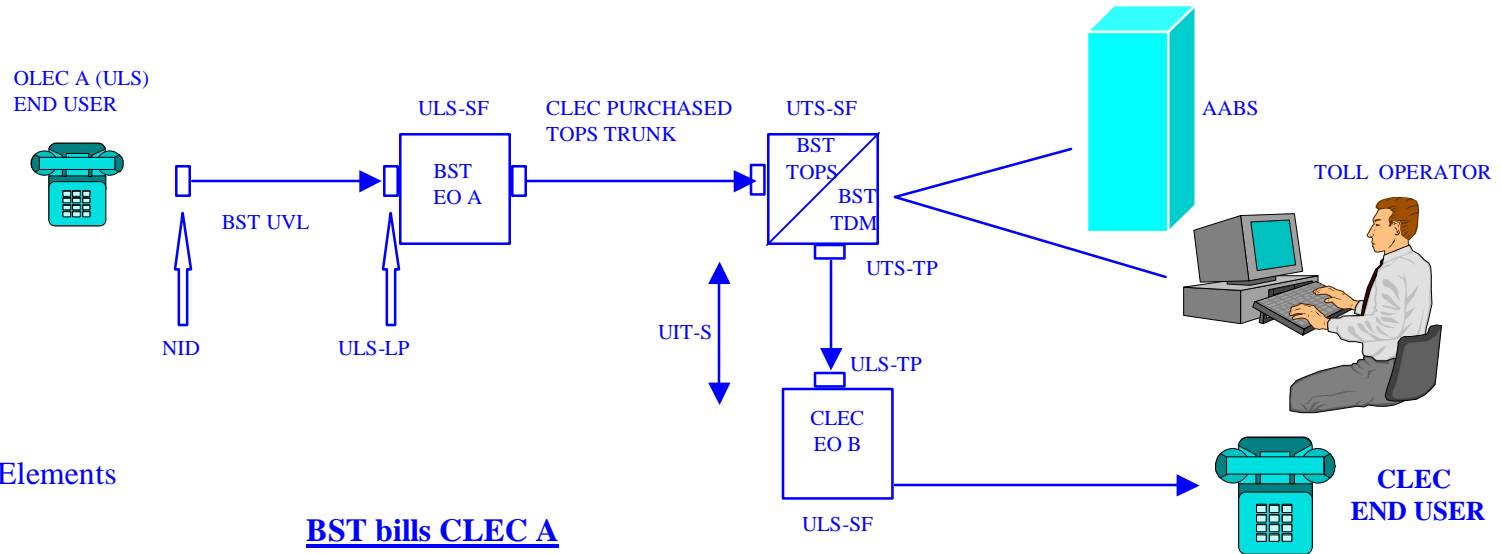
BellSouth sends CLEC A  
ODUF 10-01-31 or 10-01-01  
(indicator 18 set to 2)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O6A. OPERATOR CALL PROCESSING - CLEC BRAND

### ZERO MINUS or ZERO PLUS LOCAL- LINE CLASS CODE METHOD

#### Incomplete Call Completion (Busy/No Answer) or Call Completed to CLEC



#### Billing Concept

-- Unbundled Network Elements

#### Usage Recordings

- Call Code 192 made at TOPS
- Assumes line class code method
- TOPS functions like a tandem
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

CLEC End User dials 0- BST Operator dials terminating number and handles billing or CLEC End user dials 0+ terminating number Operator Call Handling NOT subsequent to DA Operator Call Handling - Incomplete Call Completion Call is NOT answered or Call is answered.

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO)
- 1 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport, fixed and per mile with mileage from TOPS to EO B)
- 1 UTS-TP (full tandem trunk ports)
- 1 UTS-SF (full tandem switching)
- DA charges/credits (CC 192)

#### FB CLEC may bill BST

Reciprocal Compensation per agreement

#### Billing Factors

-- NA

#### Record Exchange

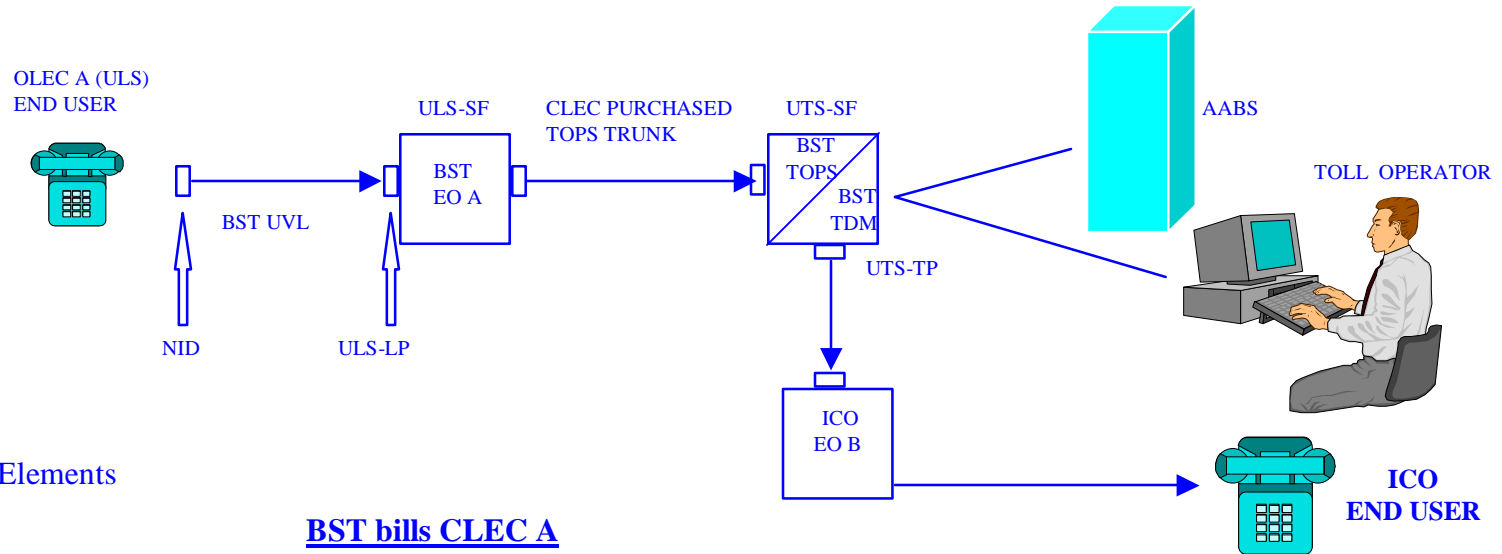
BellSouth sends CLEC A  
ODUF 10-01-31 or 10-01-01  
(indicator 18 set to 2)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O6B. OPERATOR CALL PROCESSING - CLEC BRAND

### ZERO MINUS or ZERO PLUS LOCAL - LINE CLASS CODE METHOD

#### Incomplete Call Completion (Busy/No Answer) or Call Completed to ICO



#### Billing Concept

-- Unbundled Network Elements

#### Usage Recordings

- Call Code 192 made at TOPS
- Assumes line class code method
- TOPS functions like a tandem
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

CLEC End User dials 0- BST Operator dials terminating number and handles billing or  
 CLEC End user dials 0+ terminating number  
 Operator Call Handling NOT subsequent to DA  
 Operator Call Handling - Incomplete Call Completion  
 Call is NOT answered or Call is answered.

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
- 1 UTS-TP (full tandem trunk port)
- 1 UTS-SF (full tandem switching)
- DA charges/credits (CC 192)

#### BST/ICO

Local is bill & keep (no settlement)

#### Billing Factors

-- NA

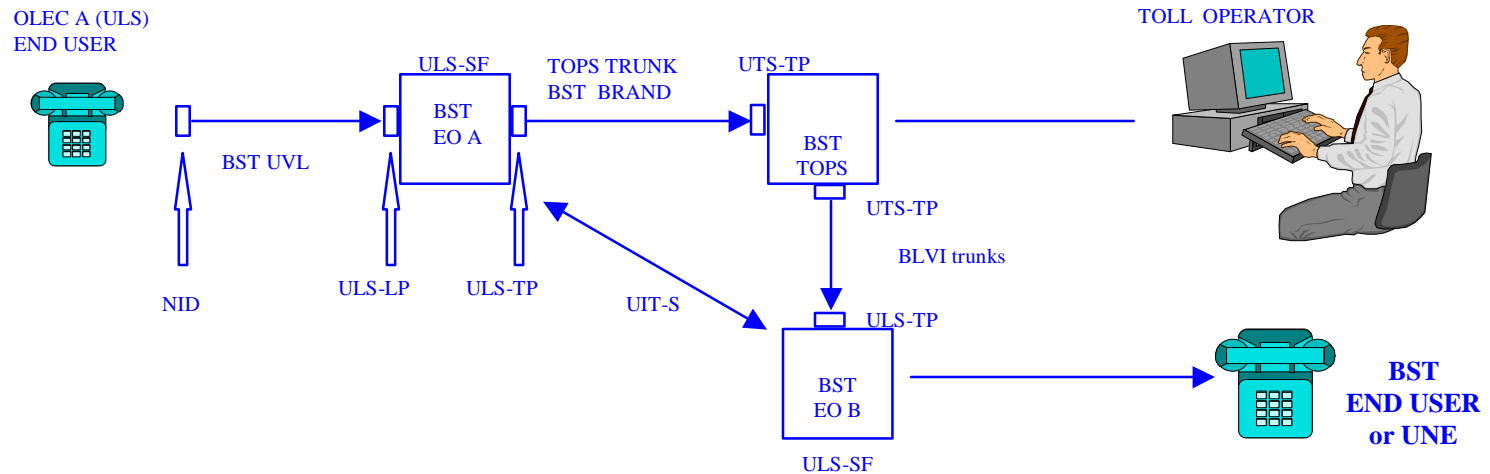
#### Record Exchange

BellSouth sends CLEC A  
 ODUF 10-01-31 or 10-01-01  
 (indicator 18 set to 2)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O8. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT

### BST BRAND or UNBRANDED



#### **BST bills CLEC A**

- ULS-LP (loop and port monthly)
  - 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
  - 2 ULS-TPs (end office trunk ports)
  - UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to EO B)
  - 2 UTS-TP (full tandem trunk ports)
  - UTS-SF (unbundled full tandem switching)
- Per message charge

#### **Billing Concept**

- Unbundled Network Elements

#### **Usage Recordings**

- Call Code 198 made at the TOPS
- TOPs functions like a tandem
- Use elapsed time

Operator Call Handling NOT subsequent to DA

#### **Billing Factors**

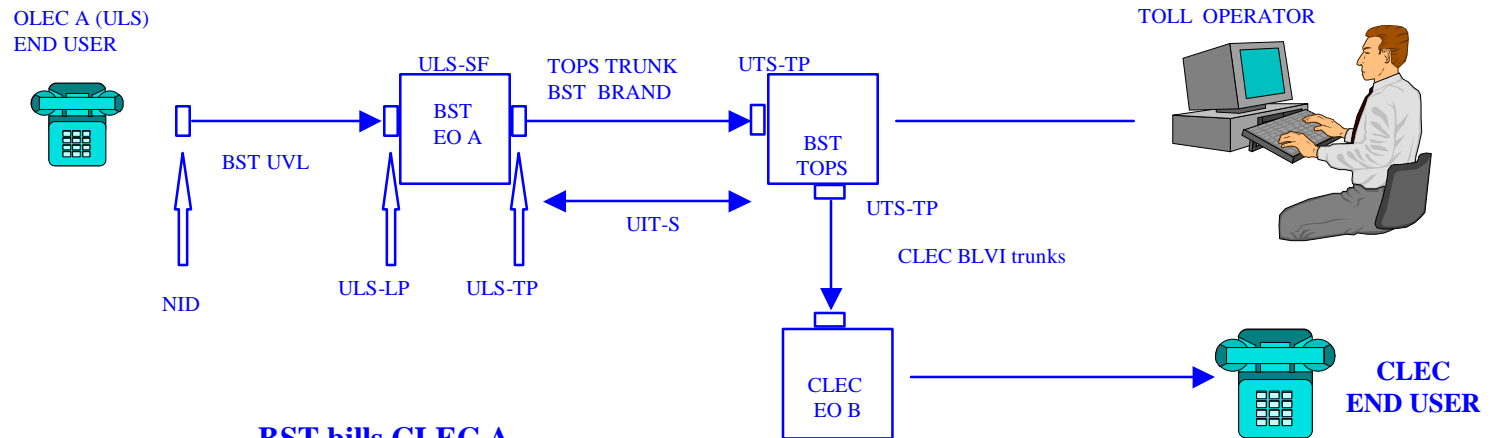
- NA

#### **Record Exchange**

- BellSouth sends CLEC A
- ODUF 10-01-35 (verify only)
- ODUF 10-01-37 (verify/Interrupt)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O8A. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT to CLEC - BST BRAND or UNBRANDED



### BST bills CLEC A

- ULS-LP (loop and port monthly)
  - 1 ULS-SFs (unbundled switching - summarized at originating EO A)
  - 1 ULS-TPs (end office trunk port)
  - UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to TOPS)
  - 1 UTS-TP (full tandem trunk port)
  - UTS-SF (unbundled full tandem switching)
- Per message charge

### FB CLEC may bill BST

No Reciprocal Compensation is billed since CLEC B does not make a recording

### Billing Concept

- Unbundled Network Elements

### Usage Recordings

- Call Code 198 made at the TOPS
- TOPs functions like a tandem
- Use elapsed time

Operator Call Handling NOT subsequent to DA

### Billing Factors

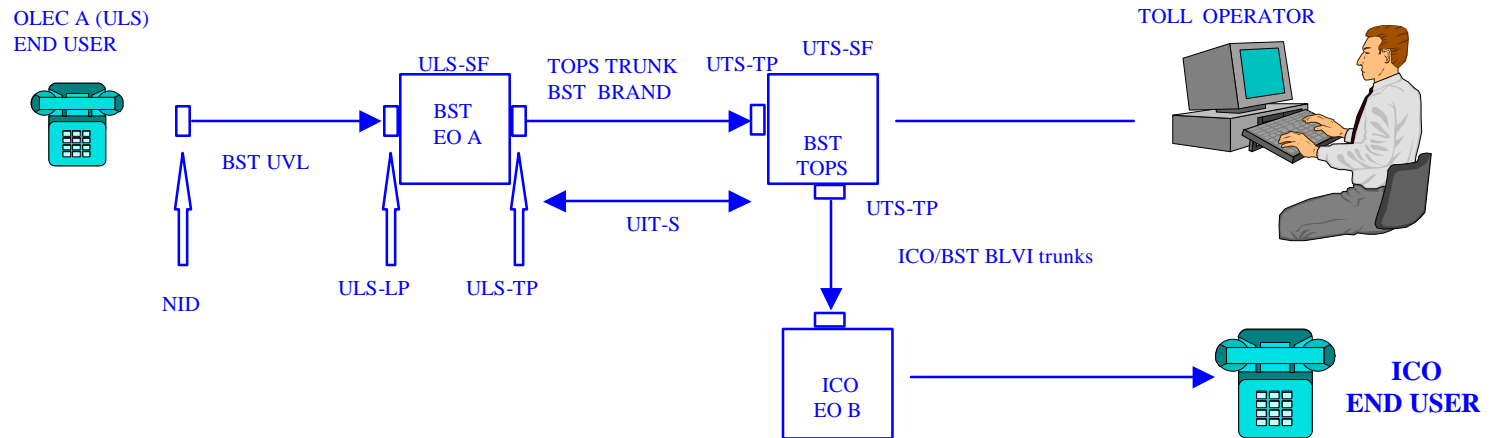
- NA

### Record Exchange

- BellSouth sends CLEC A
- ODUF 10-01-35 (verify only)
- ODUF 10-01-37 (verify/Interrupt)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O8B. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT to ICO - BST BRAND or UNBRANDED



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

-- Call Code 198 made at the TOPS  
TOPs functions like a tandem  
Use elapsed time

### BST bills CLEC A

-- ULS-LP (loop and port monthly)  
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)  
-- 1 ULS-TPs (end office trunk ports)  
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to TOPS)  
-- 2 UTS-TP (full tandem trunk ports)  
-- UTS-SF (unbundled full tandem switching)  
Per message charge

### Billing Factors

-- NA

### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-35 (verify only)  
ODUF 10-01-37 (verify/Interrupt)

Operator Call Handling NOT subsequent to DA

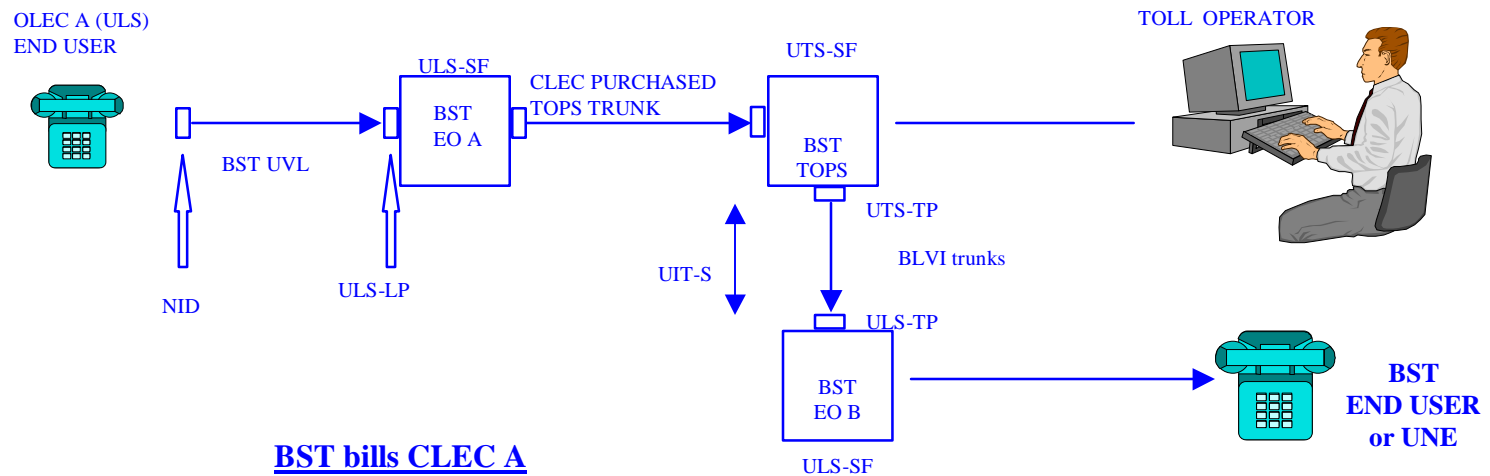
### BST/ICO

Local is bill & keep (no settlement)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O9. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT

### CLEC BRANDED



#### **BST bills CLEC A**

- ULS-LP (loop and port monthly)
  - 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
  - 1 ULS-TPs (end office trunk ports)
  - UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST TOPS to EO B)
  - 1 UTS-TP (full tandem trunk ports)
  - UTS-SF (unbundled full tandem switching)
- Per message charge

#### **Billing Concept**

- Unbundled Network Elements

#### **Usage Recordings**

- Call Code 198 made at the TOPS
- TOPs functions like a tandem
- Use elapsed time

Operator Call Handling NOT subsequent to DA

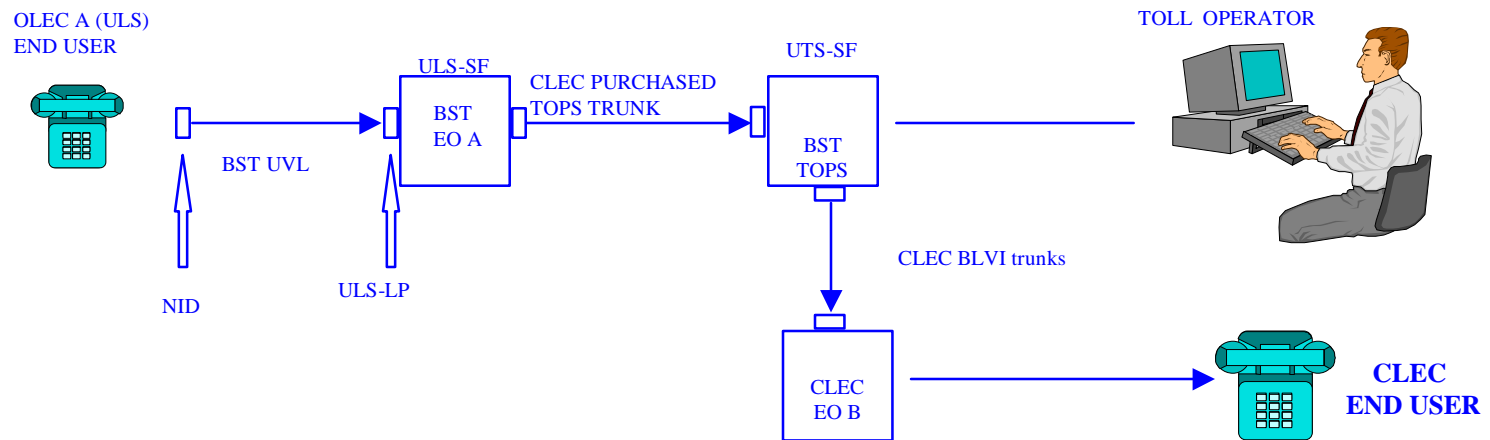
#### **Billing Factors**

- NA

#### **Record Exchange**

- BellSouth sends CLEC A
- ODUF 10-01-35 (verify only)
- ODUF 10-01-37 (verify/Interrupt)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS O9A. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT to CLEC - CLEC BRANDED



## Billing Concept

-- Unbundled Network Elements

## Usage Recordings

-- Call Code 198 made at the TOPS  
TOPs functions like a tandem  
Use elapsed time

## BST bills CLEC A

-- ULS-LP (loop and port monthly)  
-- 1 ULS-SFs (unbundled switching -  
originating, summarized at originating EO A)  
-- UTS-SF (unbundled full tandem switching)  
Per message charge

## FB CLEC may bill BST

No Reciprocal Compensation is billed since CLEC B  
does not make a recording

## Billing Factors

-- NA

## Record Exchange

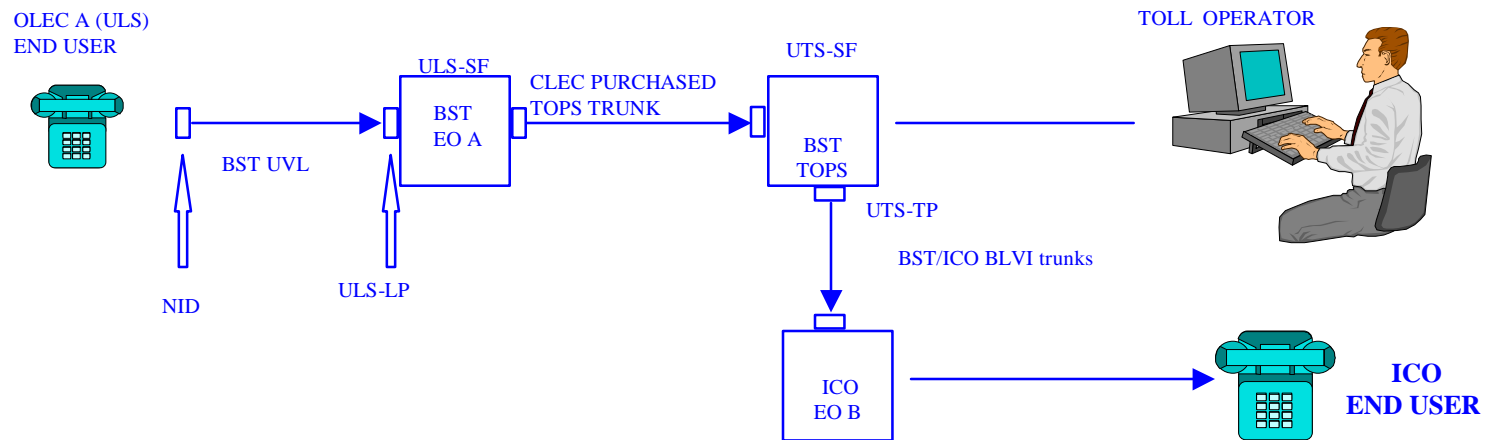
BellSouth sends CLEC A  
ODUF 10-01-35 (verify only)  
ODUF 10-01-37 (verify/Interrupt)

Operator Call Handling NOT subsequent to DA



# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O9B. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT to ICO - CLEC BRANDED



### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
- 1 UTS-TP (full tandem trunk ports)
- UTS-SF (unbundled full tandem switching)
- Per message charge

### BST/ICO

Local is bill & keep (no settlement)

### Billing Concept

- Unbundled Network Elements

### Usage Recordings

- Call Code 198 made at the TOPS
- TOPs functions like a tandem
- Use elapsed time

Operator Call Handling NOT subsequent to DA

### Billing Factors

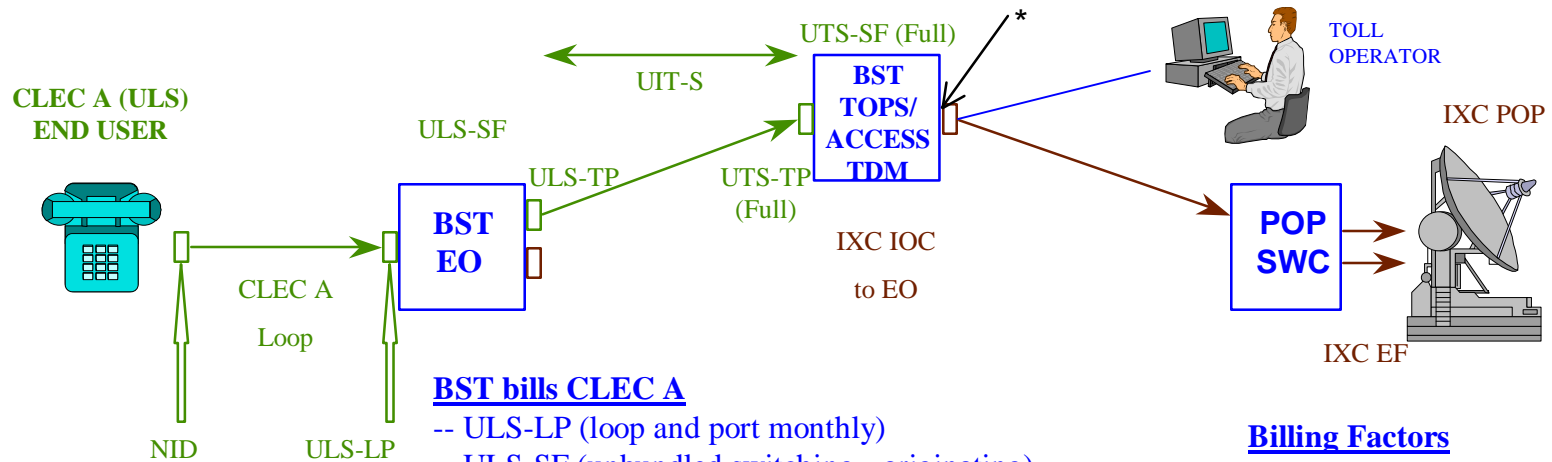
- NA

### Record Exchange

- BellSouth sends CLEC A
- ODUF 10-01-35 (verify only)
- ODUF 10-01-37 (verify/Interrupt)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O9C. OPERATOR TRANSFER SERVICE



### BST bills CLEC A

- ULS-LP (loop and port monthly)
- ULS-SF (unbundled switching - originating)  
Charges below apply if IXC tandem routed
- ULS-TP (end office trunk ports)
- UIT-S (unbundled transport - shared, mileage from BST EO and BST AT, fixed and per mile)
- UTS-TP (unbundled full rate tandem trunk ports)
- UTS-SF (unbundled full rate tandem switching)

### CLEC A bills IXC

- Originating Access as agreed upon between CLEC A & IXC

### BST bills IXC

- Dedicated Switched Local Channel (Entrance Facility)
- Dedicated Switched Transport (between POP SWC and Access Tandem)
- Operator Transfer Charge

### Billing Factors

- IXC will provide PIUs to BST and CLEC A

### Record Exchange

- BST will send originating access records via ADUF to CLEC A so that CLEC A can bill the IXC

### Demarcation Point between UNE Network and IXC Network

Access Tandem Switch

\* indicates demarcation between UNE Network and other Networks

### Billing Concept

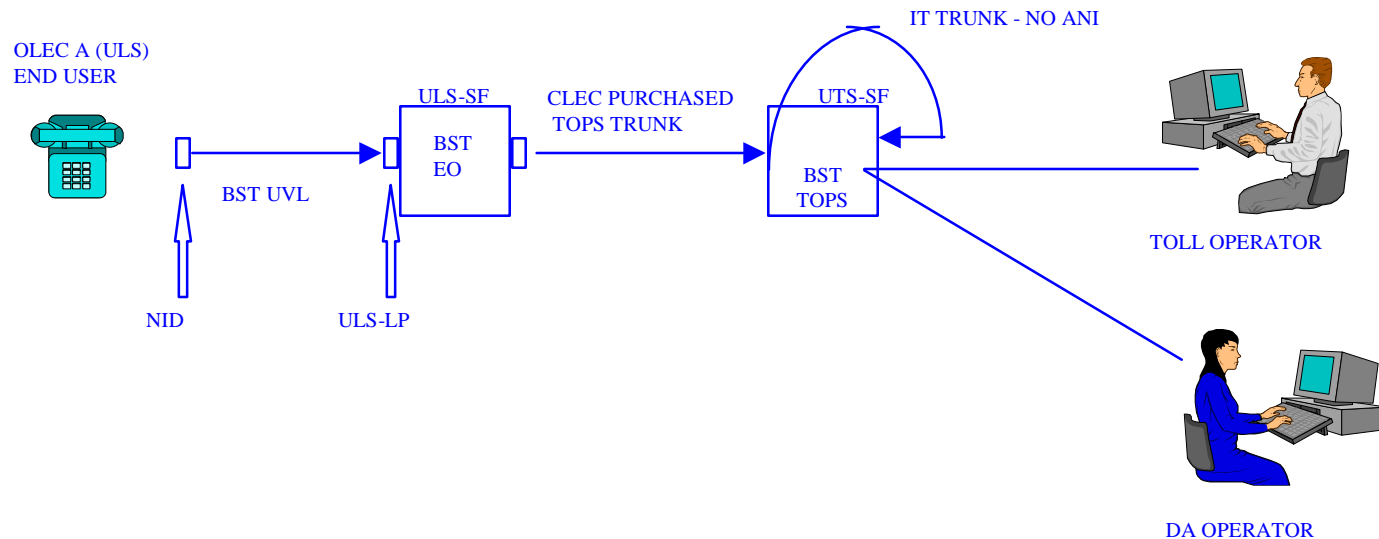
- Access Reform
- Unbundled Network Elements

### Usage Recordings

- Call Code 190

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O10. ZERO PLUS - DIRECTORY ASSISTANCE - CLEC BRAND



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 192 made at the TOPS (module 052) (use elapsed time)
- Call Code 195 from TOPS is discarded
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

0+ 411 or Home NPA 555

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
- UTS-SF (Unbundled tandem switching full)
- DA charges/credits (CC 192)

### Billing Factors

-- NA

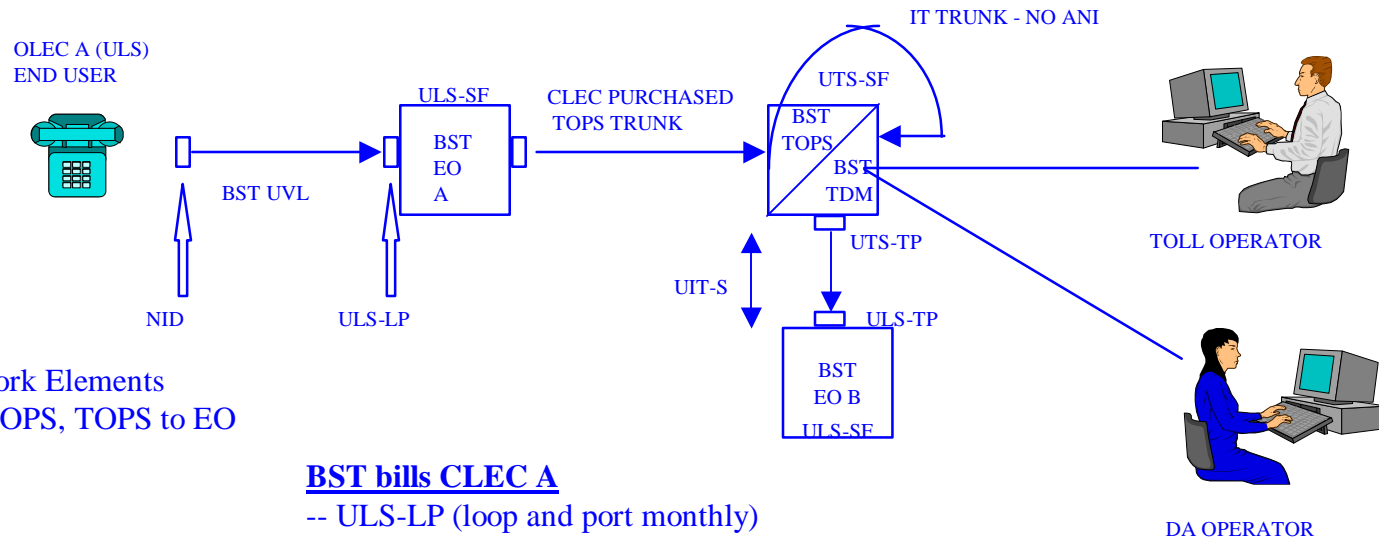
### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O10A. ZERO PLUS - DIRECTORY ASSISTANCE with DACC

### - CLEC BRAND



#### Billing Concept

- Unbundled Network Elements (2 calls: UNE to TOPS, TOPS to EO B)

#### Usage Recordings

- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
- Call Code 195 from TOPS is discarded
- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A) (CC192/terminating TN 555-1212 or 411)
- UTS-SF (unbundled tandem switching full)
- Rate elements below based on CC192 with actual terminating TN
- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
- 1 ULS-SFs (unbundled switching - terminating) (CC192)
- 1 ULS-TP (end office trunk port) (CC192)
- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
- DA charges/credits (CC 192)

#### Billing Factors

- NA

#### Record Exchange

- BellSouth sends CLEC A
- ODUF 10-01-32 (DA Record)
- ODUF 10-01-18 (DACC Record)
- ODUF 10-01-01 (completed call)

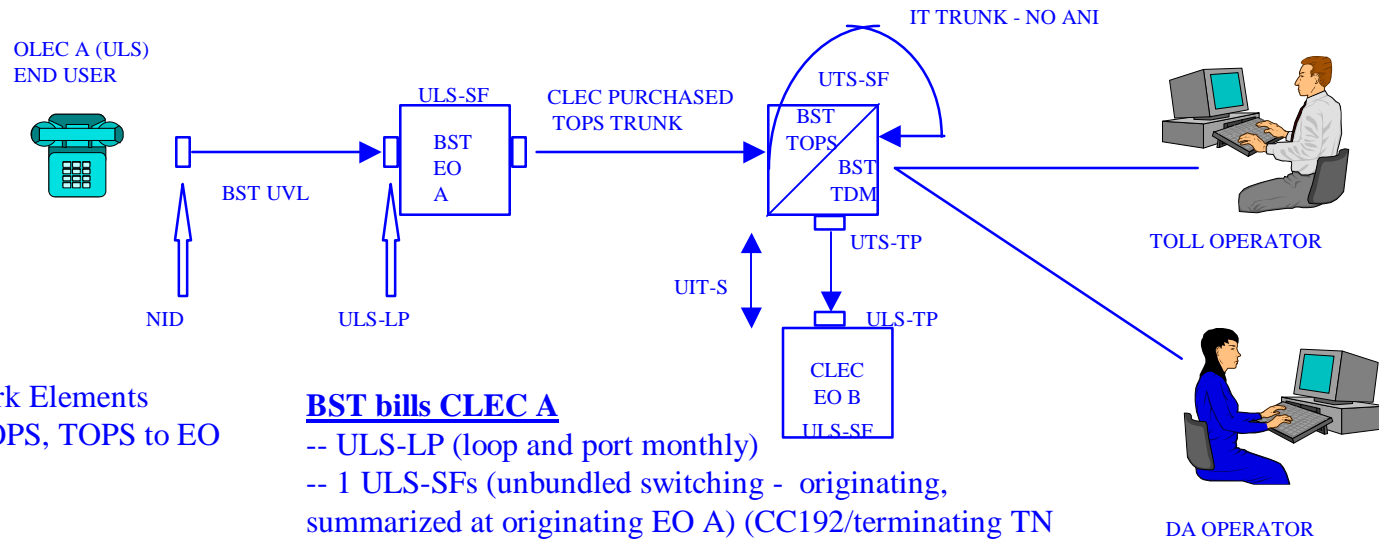
0+ 411 or Home NPA 555

7/15/02

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O10AA. ZERO PLUS - DIRECTORY ASSISTANCE with DACC to CLEC

### - CLEC BRAND



#### Billing Concept

- Unbundled Network Elements (2 calls: UNE to TOPS, TOPS to EO B)

#### Usage Recordings

- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
- Call Code 195 from TOPS is discarded
- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

0+ 411 or Home NPA 555

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
  - 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A) (CC192/terminating TN 555-1212 or 411)
  - UTS-SF (unbundled tandem switching)
- Rate elements below based on CC192 with actual terminating TN
- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
  - 1 ULS-SFs (unbundled switching - terminating) (CC192)
  - 1 ULS-TP (end office trunk port) (CC192)
  - 1 UTS-TPs (tandem office trunk ports - full) (CC192)
  - DA charges/credits (CC 192)

#### FB CLEC may bill BST

Reciprocal Compensation per agreement

#### Billing Factors

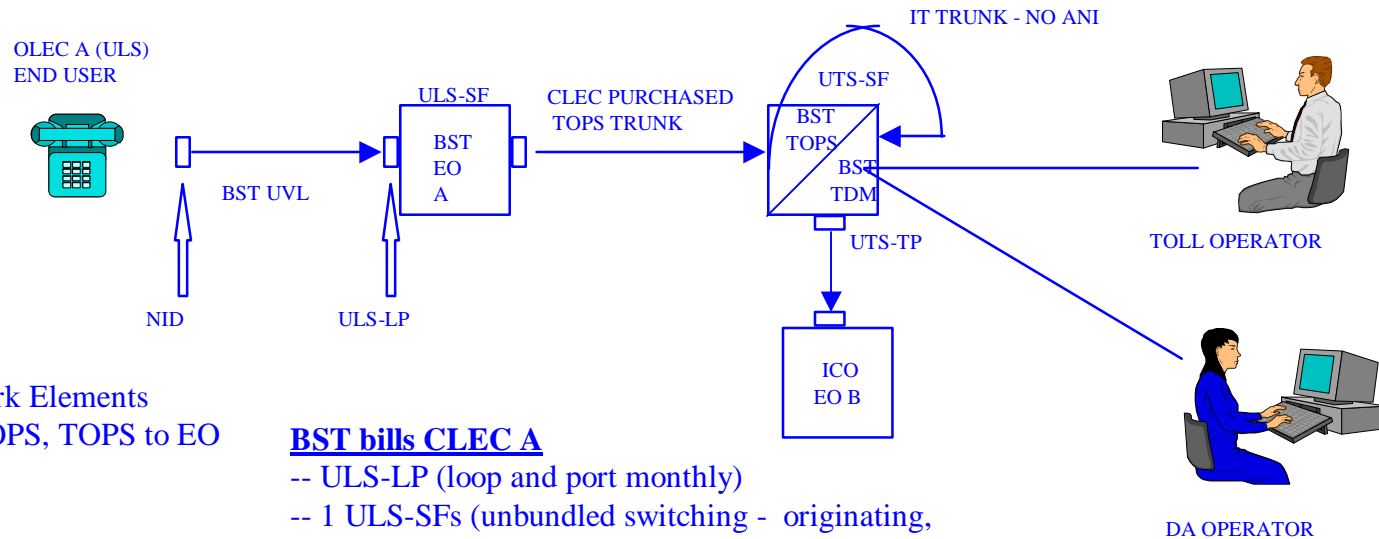
- NA

#### Record Exchange

- BellSouth sends CLEC A
- ODUF 10-01-32 (DA Record)
- ODUF 10-01-18 (DACC Record)
- ODUF 10-01-01 (completed call)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O10AB. ZERO PLUS - DIRECTORY ASSISTANCE with DACC to ICO - CLEC BRAND



### Billing Concept

- Unbundled Network Elements (2 calls: UNE to TOPS, TOPS to EO B)

### Usage Recordings

- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
- Call Code 195 from TOPS is discarded
- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

0+ 411 or Home NPA 555

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A) (CC192/terminating TN 555-1212 or 411)
- 1 UTS-SF (unbundled tandem switching) Rate elements below based on CC192 with actual terminating TN
- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
- DA charges/credits (CC 192)

### BST/ICO

Local is bill & keep (no settlement)

### Billing Factors

- NA

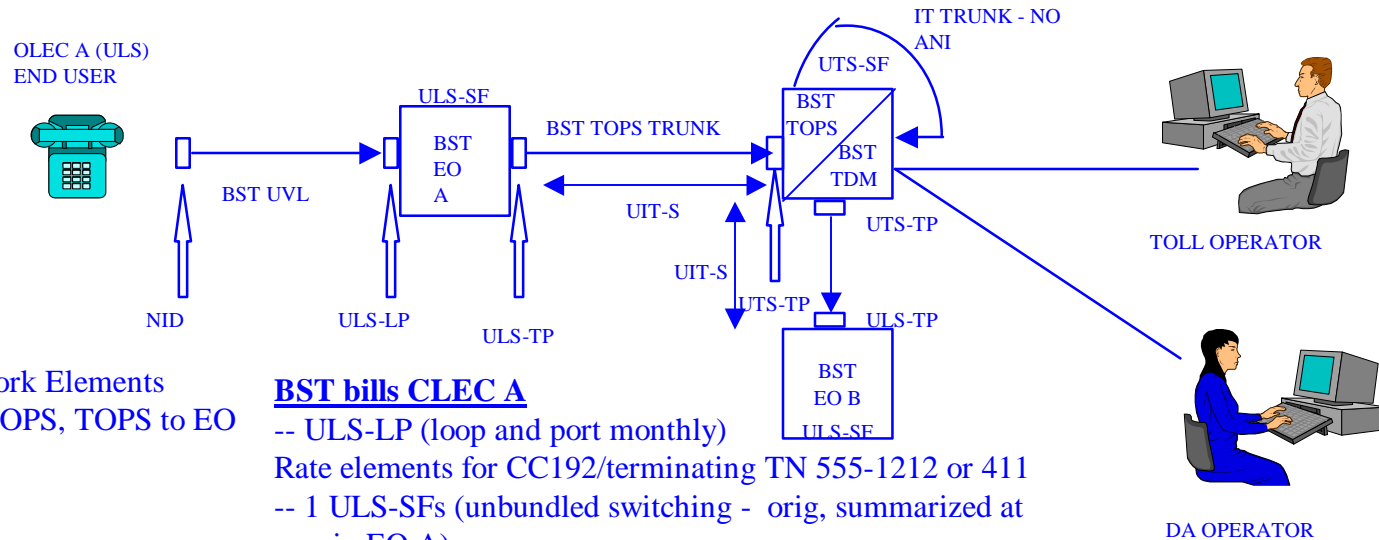
### Record Exchange

- BellSouth sends CLEC A
- ODUF 10-01-32 (DA Record)
- ODUF 10-01-18 (DACC Record)
- ODUF 10-01-01 (completed call)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O10B. ZERO PLUS - DIRECTORY ASSISTANCE with DACC

### - BST BRAND OR UNBRANDED



#### Billing Concept

- Unbundled Network Elements (2 calls: UNE to TOPS, TOPS to EO B)

#### Usage Recordings

- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
- Call Code 195 from TOPS is discarded
- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- Rate elements for CC192/terminating TN 555-1212 or 411
- 1 ULS-SFs (unbundled switching - orig, summarized at orig EO A)
- 1 ULS-TP (end office trunk port)
- UIT-S (unbundled transport, fixed, mileage calculated from EO A to TOPS)
- UTS-SF (unbundled tandem switching full)
- 1 UTS-TP (tandem office trunk ports-full)
- Rate elements below based on CC192 with actual term TN
- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
- 1 ULS-SFs (unbundled switching - terminating) (CC192)
- 1 ULS-TP (end office trunk port) (CC192)
- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
- DA charges/credits (CC 192)

#### Billing Factors

- NA

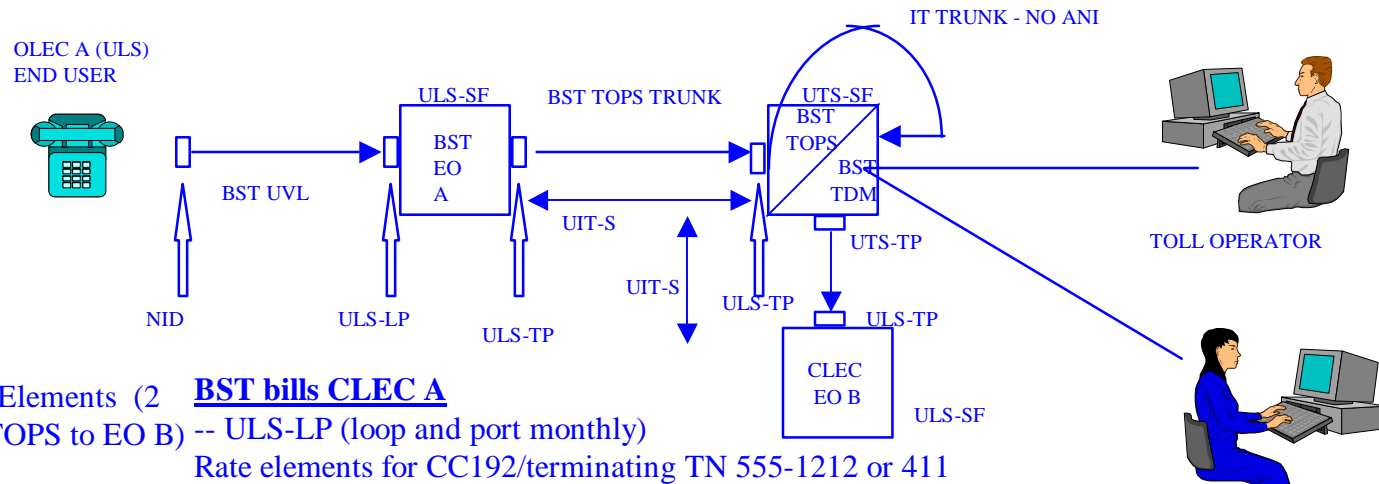
#### Record Exchange

- BellSouth sends CLEC A
- ODUF 10-01-32 (DA Record)
- ODUF 10-01-18 (DACC Record)
- ODUF 10-01-01 (completed call)

0+ 411 or Home NPA 555

7/15/02

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS O10BA. ZERO PLUS - DIRECTORY ASSISTANCE with DACC to CLEC - BST BRAND OR UNBRANDED



## Billing Concept

-- Unbundled Network Elements (2 calls: UNE to TOPS, TOPS to EO B)

## Usage Recordings

-- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording  
-- Call Code 195 from TOPS is discarded  
-- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)  
-- Call Code 189 (non-billable)  
-- Call Code 192 (DA charges/credits)

0+ 411 or Home NPA 555

## BST bills CLEC A

-- ULS-LP (loop and port monthly)  
Rate elements for CC192/terminating TN 555-1212 or 411  
-- 1 ULS-SFs (unbundled switching - orig, summarized at orig EO A)  
-- 1 ULS-TP (end office trunk port)  
-- UIT-S (unbundled transport, fixed, mileage calculated from EO A to TOPS)  
-- 1 UTS-SF (Unbundled full tandem switching)  
-- 1 UTS-TP (tandem office trunk ports-full)  
Rate elements below based on CC192 with actual term. TN  
-- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)  
-- 1 ULS-SFs (unbundled switching - terminating) (CC192)  
-- 1 ULS-TP (end office trunk port) (CC192)  
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)  
-- DA charges/credits (CC 192)

DA OPERATOR

## Billing Factors

-- NA

## Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32 (DA Record)  
ODUF 10-01-18 (DACC Record)  
ODUF 10-01-01 (completed call)

## FB CLEC may bill BST

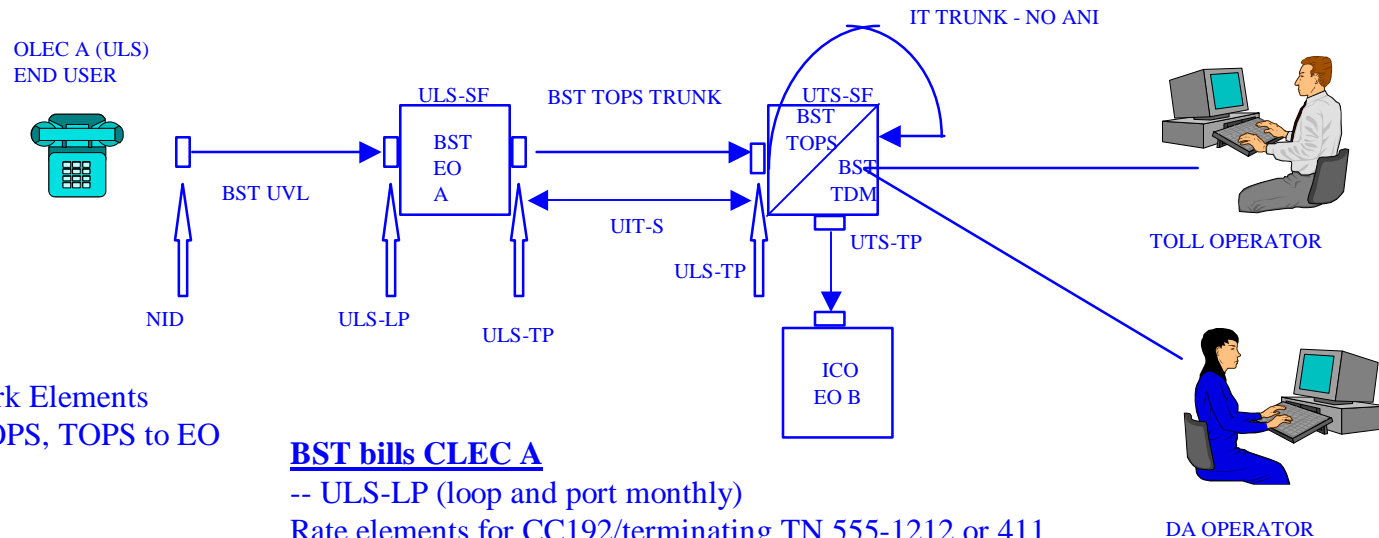
Reciprocal Compensation per agreement



# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## O10BB. ZERO PLUS - DIRECTORY ASSISTANCE with DACC to ICO

### - BST BRAND OR UNBRANDED



#### Billing Concept

- Unbundled Network Elements (2 calls: UNE to TOPS, TOPS to EO B)

#### Usage Recordings

- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
- Call Code 195 from TOPS is discarded
- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

0+ 411 or Home NPA 555

#### BST bills CLEC A

- ULS-LP (loop and port monthly)
- Rate elements for CC192/terminating TN 555-1212 or 411
- 1 ULS-SFs (unbundled switching - orig, summarized at orig EO A)
- 1 ULS-TP (end office trunk port)
- UIT-S (unbundled transport, fixed, mileage calculated from EO A to TOPS)
- 1 UTS-SF (Unbundled full tandem switching)
- 1 UTS-TP (tandem office trunk ports-full)
- Rate elements below based on CC192 with actual term TN
- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
- DA charges/credits (CC 192)

#### Billing Factors

- NA

#### Record Exchange

- BellSouth sends CLEC A
- ODUF 10-01-32 (DA Record)
- ODUF 10-01-18 (DACC Record)
- ODUF 10-01-01 (completed call)

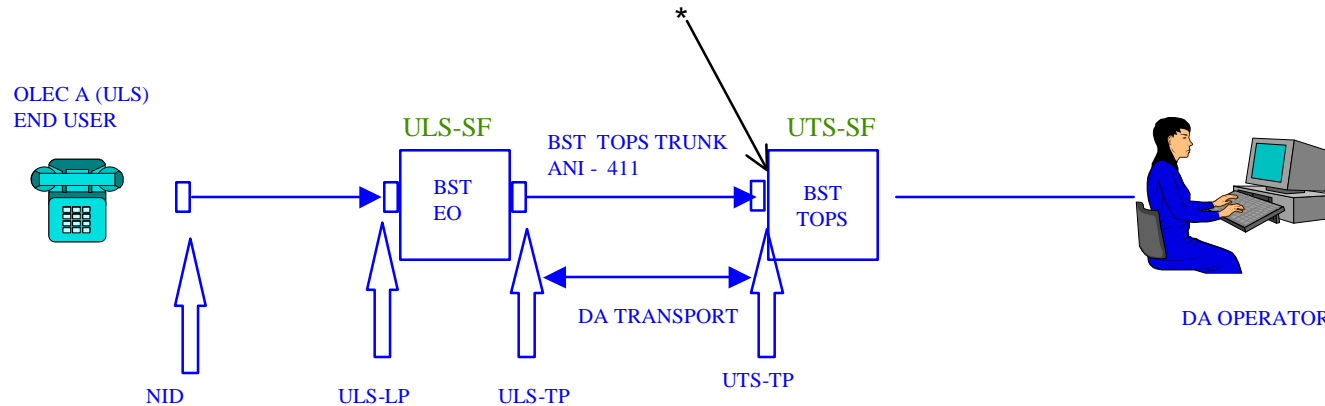
#### BST/ICO

- Local is bill & keep (no settlement)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## D1. DIRECTORY ASSISTANCE - BST BRAND, UNBRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



### Billing Concept

- Unbundled Network Elements
- Note: all DA calls are considered local

### Usage Recordings

- Call Code 194 is made at the TOPS (note: BST branded and unbranded use different BST TOPS trunk facilities)
- Unbranded contains all unbranded CLECs)
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

End User dials:

- Eastern States - 411
- Western States - 1+411
- or Home NPA 555

Call is not completed

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### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO)
- 1 ULS-TPs (end office trunk ports)
- UIT-S (unbundled transport, fixed, mileage calculated from EO to TOPS)
- UTS-SF (unbundled tandem switching full)
- 1 UTS-TP (unbundled full tandem trunk port)
- DA charges/credits (CC 192)

\* indicates demarcation between UNE Network and other Networks

### Billing Factors

- NA

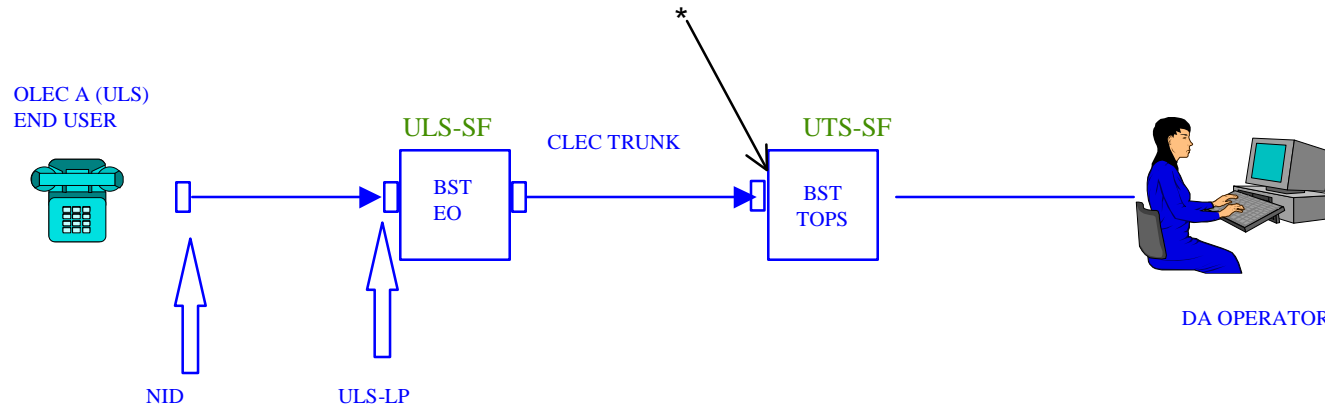
### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## D2. DIRECTORY ASSISTANCE - CLEC BRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



### Billing Concept

- Unbundled Network Elements
- Note: all DA calls are considered local

### Usage Recordings

- Call Code 194 is made at the TOPS
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

End User dials:

- Eastern States - 411
- Western States - 1+411
- or Home NPA 555

Call is not completed

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO)
- UTS-SF (unbundled tandem switching full)
- DA charges/credits (CC 192)

\* indicates demarcation between UNE Network and other Networks

### Billing Factors

- NA

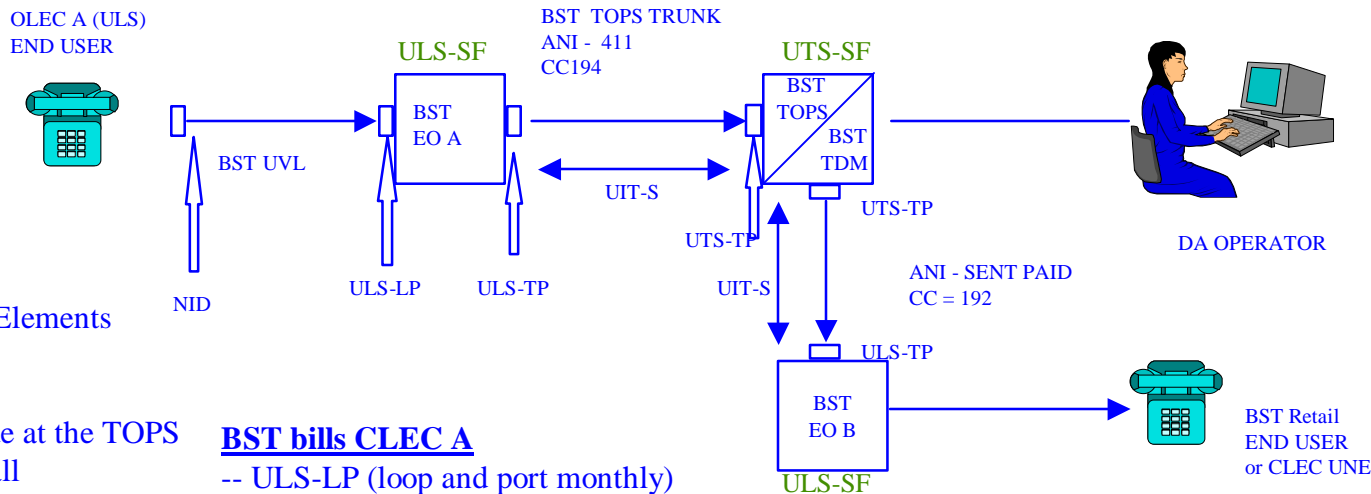
### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## D3. DIRECTORY ASSISTANCE With CALL COMPLETION WITHIN the LATA - BST BRAND or UNBRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 194 is made at the TOPS for DA portion of the call  
TOPS functions like a tandem. Assume CC194 contains operator work time
- Call Code 192 is made at the TOPS for DACC portion of the call  
Assume CC192 contains call time.
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

End User dials: home NPA 555 or East - 411 West - 1+411  
Call Completion subsequent to DA or Call Completion is busy or no answer

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating) (CC194)
- 1 ULS-TPs (end office trunk port) (CC194)
- UIT-S (unbundled transport, fixed, mileage calculated from EOA to TOPS) (CC194)
- UTS-SF (unbundled full tandem switching) (CC194)
- 1 UTS-TPs (tandem office trunk ports - full) (CC194)
- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
- 1 ULS-SFs (unbundled switching - terminating) (CC192)
- 1 ULS-TP (end office trunk port) (CC192)
- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
- DA charges/credits (CC 192)

### Billing Factors

-- NA

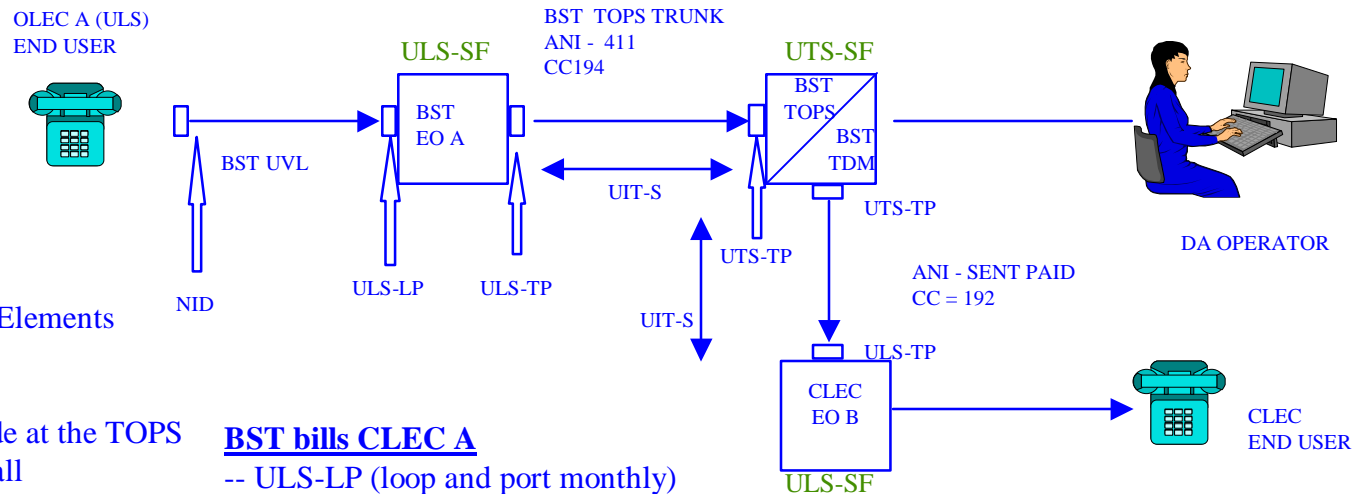
### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32 (DA Record)  
ODUF 10-01-18 (DACC Record)  
ODUF 10-01-01 (completed call)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## D3A. DIRECTORY ASSISTANCE With CALL COMPLETION to CLEC WITHIN the LATA - BST BRAND or UNBRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 194 is made at the TOPS for DA portion of the call  
TOPS functions like a tandem. Assume CC194 contains operator work time
- Call Code 192 is made at the TOPS for DACC portion of the call  
Assume CC192 contains call time.
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

End User dials: home NPA 555 or  
East - 411  
West - 1+411  
Call Completion subsequent to DA  
or Call Completion is busy or no answer

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating) (CC194)
- 1 ULS-TPs (end office trunk port) (CC194)
- UIT-S (unbundled transport, fixed, mileage calculated from EOA to TOPS) (CC194)
- UTS-SF (unbundled full tandem switching) (CC194)
- 1 UTS-TPs (tandem office trunk ports - full) (CC194)
- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
- 1 ULS-SFs (unbundled switching - terminating) (CC192)
- 1 ULS-TP (end office trunk port) (CC192)
- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
- DA charges/credits (CC 192)

### Billing Factors

-- NA

### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32 (DA Record)  
ODUF 10-01-18 (DACC Record)  
ODUF 10-01-01 (completed call)

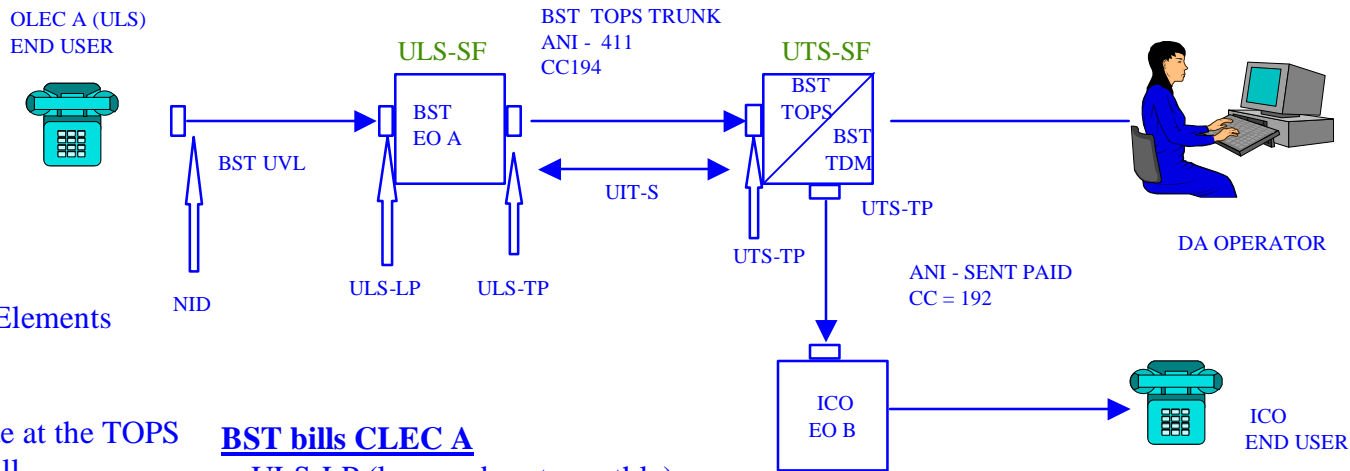
### FB CLEC may bill BST

Reciprocal Compensation per agreement

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## D3B. DIRECTORY ASSISTANCE With CALL COMPLETION to ICO WITHIN the LATA - BST BRAND or UNBRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

-- Call Code 194 is made at the TOPS for DA portion of the call

TOPS functions like a tandem. Assume CC194 contains operator work time

-- Call Code 192 is made at the TOPS for DACC portion of the call

Assume CC192 contains call time.

-- Call Code 189 (non-billable)

-- Call Code 192 (DA charges/credits)

End User dials: home NPA 555 or  
East - 411  
West - 1+411

Call Completion subsequent to DA  
or Call Completion is busy or no answer

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating) (CC194)
- 1 ULS-TPs (end office trunk port) (CC194)
- UIT-S (unbundled transport, fixed, mileage calculated from EOA to TOPS) (CC194)
- UTS-SF (unbundled full tandem switching) (CC194)
- 1 UTS-TPs (tandem office trunk ports - full) (CC194)
- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
- DA charges/credits (CC 192)

### Billing Factors

-- NA

### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32 (DA Record)  
ODUF 10-01-18 (DACC Record)  
ODUF 10-01-01 (completed call)

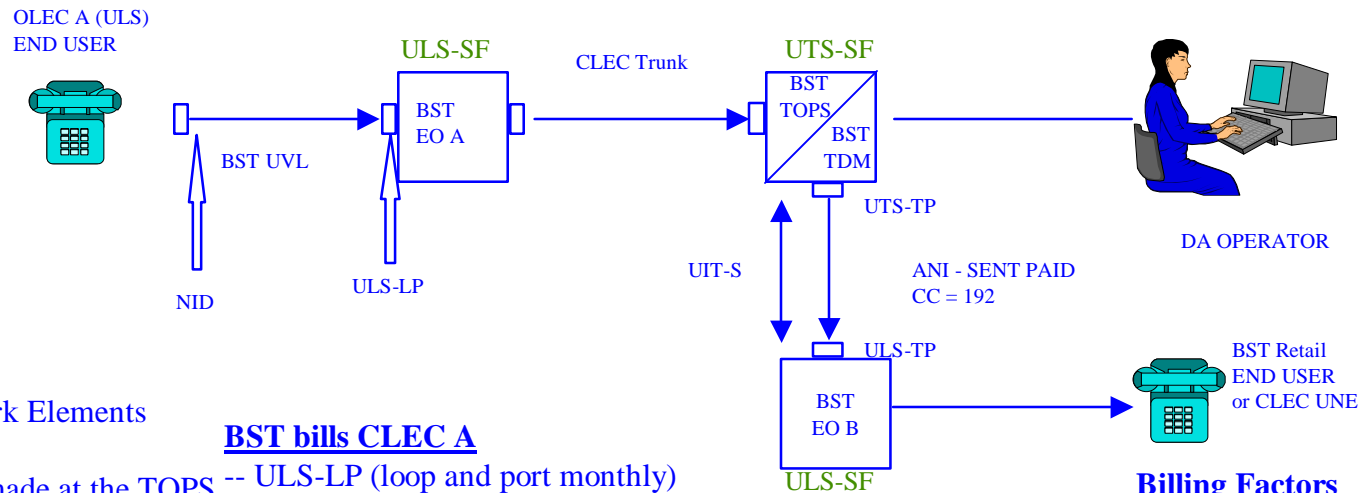
### BST/ICO

Local is bill & keep (no settlement)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## D4. DIRECTORY ASSISTANCE With CALL COMPLETION - WITHIN the LATA - CLEC BRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 194 is made at the TOPS  
TOPS functions like a tandem Assume  
CC194 contains operator work time
- Call Code 192 is made at the TOPS  
Assume CC192 contains call time.
- Call Code 189
- Call Code 192 (DA  
charges/credits)

End User dials: home NPA 555 or  
East - 411  
West - 1+411

Call Completion subsequent to DA  
or Call Completion is busy or no answer

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating) (CC194)
- UTS-SF (unbundled full tandem switching) (CC194)
- 1 UIT-S (unbundled transport, fixed, mileage calculated  
from TOPS to EO B) (CC192)
- 1 ULS-SFs (unbundled switching - terminating) (CC192)
- 1 ULS-TP (end office trunk port) (CC192)
- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
- DA charges/credits (CC 192)

### Billing Factors

-- NA

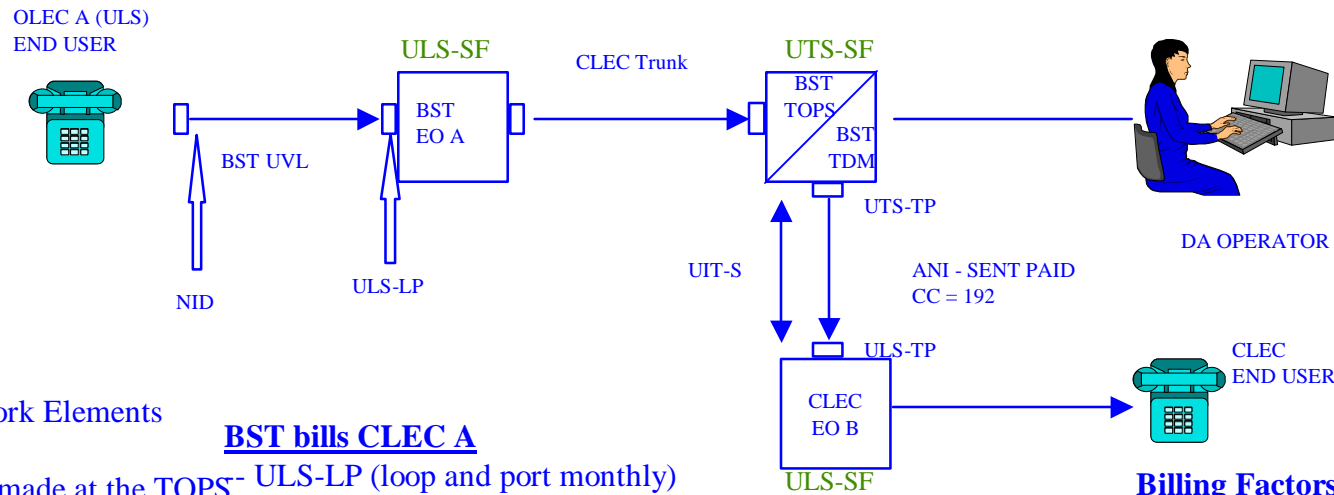
### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32 (DA Record)  
ODUF 10-01-18 (DACC Record)  
ODUF 10-01-01 (completed call)

# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## D4A. DIRECTORY ASSISTANCE With CALL COMPLETION to CLEC - WITHIN the LATA - CLEC BRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 194 is made at the TOPS- Assume CC194 contains operator work time
- Call Code 192 is made at the TOPS- Assume CC192 contains call time.
- Call Code 189 (non-billable)
- Call Code 192 (DA charges/credits)

End User dials: home NPA 555 or  
East - 411  
West - 1+411  
Call Completion subsequent to DA  
or Call Completion is busy or no answer

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating) (CC194)
- UTS-SF (unbundled full tandem switching) (CC194)
- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
- 1 ULS-SFs (unbundled switching - terminating) (CC192)
- 1 ULS-TP (end office trunk port) (CC192)
- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
- DA charges/credits (CC 192)

### Billing Factors

-- NA

### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32 (DA Record)  
ODUF 10-01-18 (DACC Record)  
ODUF 10-01-01 (completed call)

### FB CLEC may bill BST

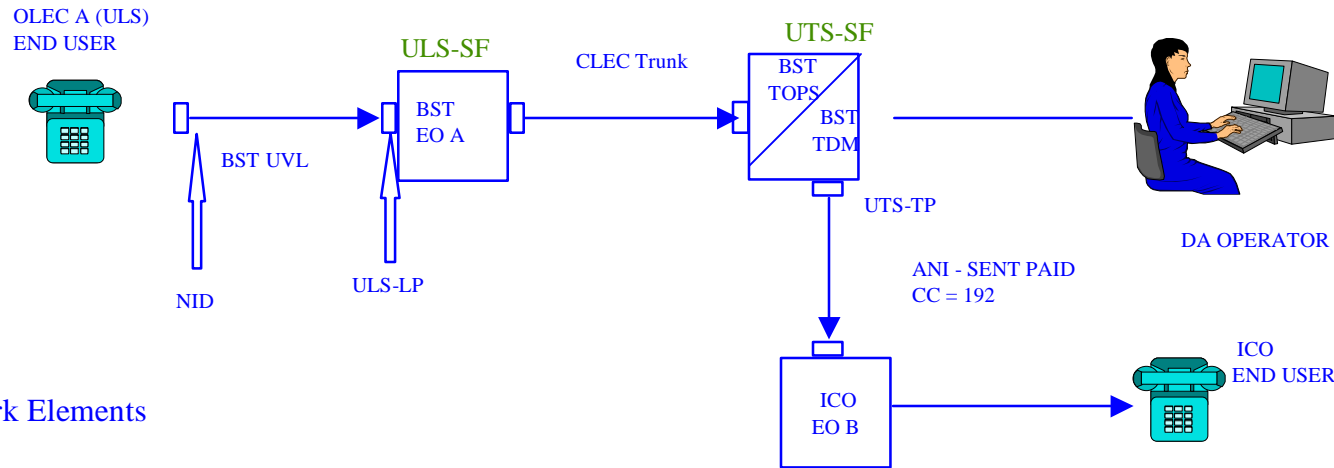
Reciprocal Compensation per agreement



# UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

## D4B. DIRECTORY ASSISTANCE With CALL COMPLETION to ICO - WITHIN the LATA - CLEC BRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



### Billing Concept

-- Unbundled Network Elements

### Usage Recordings

- Call Code 194 is made at the TOPS  
TOPS functions like a tandem Assume  
CC194 contains operator work time
- Call Code 192 is made at the TOPS  
Assume CC192 contains call time.
- Call Code 189 (non-billable)
- Call Code 192 (DA  
charges/credits)

End User dials: home NPA 555 or  
East - 411  
West - 1+411

Call Completion subsequent to DA  
or Call Completion is busy or no answer

### BST bills CLEC A

- ULS-LP (loop and port monthly)
- 1 ULS-SFs (unbundled switching - originating) (CC194)
- UTS-SF (unbundled full tandem switching) (CC194)
- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
- DA charges/credits (CC 192)

### BST/ICO

Local is bill & keep (no settlement)

### Billing Factors

-- NA

### Record Exchange

BellSouth sends CLEC A  
ODUF 10-01-32 (DA Record)  
ODUF 10-01-18 (DACC Record)  
ODUF 10-01-01 (completed call)

# ***PROPOSED UNE BILLING ARRANGEMENTS***

## ***Glossary***

*Revised 10/26/98*

ADUF - Access Daily Usage File (general EMI category 11)

BST - BellSouth Telecommunications

BSWC- BellSouth Serving Wire Center

CLEC - Competitive Local Exchange Company

EF - Entrance Facility

FB - Facility Based (FB CLECs include CLECs and non-Section 259 ICOs)

EO - End Office

ICO - Independent Telephone Company (a.k.a. ITC) that are covered by Section 259 of the FCC Order.

MTA- Major Trading Area

NCTA - Non-conversation and Attempt Factors

NID - Network Interface Device

ODUF - CLEC Daily Usage File (primarily contains but not limited EMI category 01, 10, some 11 query records , non access records)

POI - Point of Interface

TDM - Tandem Switching Office

TSP - Tandem Service Provider

Toll Call - Toll calls are carried on the BST IntraLATA network. The switch CIC code will be the BST IntraLATA code 5124.

UVL - Unbundled Voice Loop

ULS-LP - Unbundled Circuit Switching-Line Port\*

ULS-SF - Unbundled Circuit Switching - Switching Functionality

UIT-S - Unbundled Interoffice Transport - Shared. UIT-S cannot be dedicated trunks.

UIT-D - Unbundled Interoffice Transport - Direct. UIT-D provides dedicated trunks.

UNE - Unbundled Network Element

UTS -SF - Unbundled Tandem Switching - Switching Functionality

UTS -TP - Unbundled Tandem Switching - Trunk Port

\* For simplicity, only ULS-LPs are depicted on these call flow diagrams.

UNEs cannot have Extended Local Calling Area plans so Call Code 006 applies to inter-switch calls. When these are local, this recording is converted to a Call Code 001.

# ***PROPOSED UNE BILLING ARRANGEMENTS***

## ***Notes***

Unbundled Loops can be:

- a) 2-wire and 4-wire analog voice grade loops;
- b) 2-wire ISDN digital grade loops;
- c) 4-wire DS-1 digital grade loops.

Unbundled Ports can be:

- a) 2-wire and 4-wire analog line ports;
- b) 2-wire ISDN digital line ports;
- c) 2-wire analog DID trunk ports;
- d) 4-wire DS-1 digital DID trunk ports;
- e) 4-wire ISDN DS-1 digital trunk ports.

### **Bill Verification**

Copies of usage records will be held for bill verification when calls come into or leave the BST network.

### **Factor Calculation**

Records will be held for the calculation of PIU and PLU factors when they terminate to another LEC or when calls terminate to a BST RCFed ported number from an IXC.

# ***PROPOSED UNE BILLING ARRANGEMENTS***

## ***Notes (continued)***

### ***† Local Toll Exceptions***

- † Records sent to UNE CLECs that subscribe to ODUF will reflect call types as recorded by the originating switch. Calls that are recorded by the switch as Local, that remain within the originating LATA, and are carried over the BellSouth network will be sent on ODUF as local records. Calls that are recorded by the originating switch as toll, that remain within the LATA, and are carried on the BellSouth network will be sent on ODUF as toll records. There are three unique aspects involved in the reason BellSouth provides the records as the switch records them:***
- † 1. Dialing Parity – All calls can be dialed in parity with BellSouth retail plans. The calls are recorded in the same manner as we do for our retail customers. If the switch records a toll call, ODUF provides the UNE CLEC with a toll record.***
  - † 2. BellSouth Retail Customers and Resale – When processing calls recorded by BellSouth switches, BellSouth does not necessarily look at type of call to determine if it should be billed local or toll rates to the end users. The call is processed by verifying the From and To numbers and determining what is allowed in the tariff for the calling plan of the end user. BellSouth bills its retail customers as mandated in the tariffs.***
  - † 3. CLEC UNE Calling Plans – BellSouth cannot control how a UNE CLEC bills end users for calls. The UNE CLEC can create its own unique calling plan for local/toll, or mirror the BellSouth calling plans. This is a business decision the UNE CLEC makes, not BellSouth. Therefore, if the UNE CLEC decides to mirror the BellSouth local/toll calling plans, it is up to the UNE CLEC to develop all the systems necessary to process and bill the ODUF calls, as does BellSouth.***
- † In summary, BellSouth must bill retail customers and Resale CLECs according to the calling plan chosen by the end user, and as mandated in the tariffs. UNE CLECs have the flexibility of creating their own unique calling plans or mirroring the BellSouth calling plans. Therefore, BellSouth provides the UNE CLECs with call data, strictly as it is recorded within the BellSouth switches.***

### ***† UNE and Call Transport and Termination Rates***

- † As long as the UNE rate for local switching is the same as the the Call Transport and Termination Local Switching Rate, whenever an end user of Supra Telecom served by a loop/port combination receives a call from either a BellSouth retail ends user, or an end user served by a resold line or a loop/port combination line, Supra Telecom will not bill BellSouth for Call Transport and Termination, and BellSouth will not bill Supra Telecom for UNE end office switching.***

## CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

### 1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

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

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

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

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

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

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

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

### 2. Attachment

2.1 This Attachment contains the terms and conditions where BellSouth will provide to the Supra Telecom access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 Supra Telecom shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Supra Telecom's access to BellSouth's CNAM Database Services and shall be addressed to Supra Telecom's Account Manager.

### **3. Physical Connection and Compensation**

3.1 BellSouth's provision of CNAM Database Services to Supra Telecom requires interconnection from Supra Telecom to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

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

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

3.4 **Out-Of-Region Customers**  
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

### **4. CNAM Record Initial Load and Updates**

4.1 The mechanism to be used by Supra Telecom for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Supra Telecom in the BellSouth specified format and shall contain

records for every working telephone number that can originate phone calls. It is the responsibility of Supra Telecom to provide accurate information to BellSouth on a current basis.

- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 Supra Telecom CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

**ATTACHMENT 3**

**LOCAL INTERCONNECTION**

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**EXHIBIT A – Rates**

**EXHIBIT B – Basic Architecture**

**EXHIBIT C – On-Way Architecture**

**EXHIBIT D – Two-Way Architecture**

**EXHIBIT E – SuperGroup Architecture**

## **LOCAL INTERCONNECTION**

### **1. NETWORK INTERCONNECTION**

- 1.1 The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (switched access).
- 1.2 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.
- 1.3 Supra Telecom shall provide interconnection to BellSouth at any mutually agreed upon point.
- 1.4 Supra Telecom must establish, at a minimum, a single Point of Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of Supra Telecom's originated Local Traffic and ISP-bound Traffic terminated to BellSouth and Transit Traffic terminated to other than BellSouth. If Supra Telecom chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, Supra Telecom must establish Points of Interconnection at all BellSouth access and local tandems where Supra Telecom NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and Supra Telecom End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is Supra Telecom's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for Supra Telecom to home its NPA/NXX(s) on a BellSouth access or local tandem, Supra Telecom's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.
  - 1.4.1 Additional Points of Interconnection in a particular LATA may be established by mutual agreement of the Parties. If the Party's are unable to agree, then the Party's agree to continue to use the initial Point of Interconnection until such time as the agreement is amended to incorporate the FPSC's decision in Docket No. 000075-TP.
- 1.5 A Point of Presence is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The Point of Presence is the physical location within which the Point(s) of Interface occur.

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- 1.6 A Point of Interface is the physical telecommunications interface between BellSouth and Supra Telecom's interconnection facilities. It establishes the technical interface and point of operational responsibility. The primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:
- 1.6.1 It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
- 1.6.2 It is a point where BellSouth and Supra Telecom can verify and maintain specific performance objectives.
- 1.6.3 It is specified according to the interface offered in this Agreement
- 1.7 The Parties provide their own equipment to interface with the circuits on the customer premises.
- 1.8 The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. Supra Telecom's requested Point of Interconnection will also be used for the receipt and delivery of Transit Traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to Supra Telecom originated Local Traffic and ISP-bound Traffic and local originating and terminating Transit Traffic.
- 1.9 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.
- 1.10 Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) on its side of the Point of Interface. Supra Telecom, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated Local Traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.
- 1.11 BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated Local Traffic to Supra Telecom for call transport and termination by Supra Telecom.

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- 1.12 For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.
- 1.13 For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.
- 1.14 For the purposes of this Attachment 3, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

## **2. METHODS OF INTERCONNECTION**

- 2.1 The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this Attachment 3.
- 2.2 Interconnection by one Party at the premises of the other Party.
- 2.2.1 BellSouth shall provide collocation to Supra Telecom pursuant to the terms set forth in Attachment 4 of this Agreement, incorporated herein by this reference. Supra Telecom may, at its option, purchase such collocation at the rates, terms, and conditions set forth in Attachment 4 of this Agreement, incorporated herein by this reference.
- 2.3 Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3. At Supra Telecom's request, it may lease separate facilities for the sole purpose of delivering undipped 8YY traffic from Supra Telecom's end users to BellSouth's Switching Services Port ("SSP") for dipping into BellSouth's toll free database.
- 2.4 Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this Agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
- 2.5 Commercial Intra-building Interconnection – where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a Point of Interface at such location utilizing intra-building cable.

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- 2.6 "Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface), at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., Point of Interface). A Fiber Meet shall be an arrangement as set forth in Section 2.9 of this Attachment 3.
- 2.7 Any other method determined to be technically feasible and requested by Supra Telecom shall be done pursuant to the process defined in Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.8 Local Tandem Interconnection. This interconnection arrangement allows Supra Telecom to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of Supra Telecom-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff, Section A3 served by those BellSouth local tandems; and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.
- 2.8.1 When a specified local calling area is served by more than one BellSouth local tandem, Supra Telecom must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Supra Telecom may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. Supra Telecom may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Supra Telecom does not choose to establish a Point of Interconnection. It is Supra Telecom's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Supra Telecom's codes. Likewise, Supra Telecom shall obtain its routing information from the LERG.
- 2.8.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, Supra Telecom must also establish Points of Interconnection to BellSouth access tandems within the LATA on which Supra Telecom has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access ("SWA"), and traffic to Type 2A CMRS connections located at the access tandems. BellSouth

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cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's General Subscriber Services Tariff, Section A35.)

2.8.3 Bell South's provisioning of local tandem interconnection assumes that Supra Telecom has the necessary local interconnection arrangement with the other third party network providers subtending those local tandems as required by the Act.

2.9 Fiber Meet

2.9.1 If Supra Telecom elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, Supra Telecom and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities and software. However, Supra Telecom's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The Parties will work cooperatively in the selection of compatible transmission equipment and software. Fiber Meet will be used for the provision of two-way trunking unless otherwise agreed to by the Parties.

2.9.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Serving Wire Center ("BSWC").

2.9.3 Supra Telecom shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Supra Telecom Serving Wire Center ("ASWC").

2.9.4 The parties shall mutually agree upon a Point of Interface outside of the BSWC as a Fiber Meet point and shall make all necessary preparations to receive and to allow and enable delivery of fiber optic facilities into the Point of Interface with sufficient spare length to reach the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate

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from the Point of Interface (i.e., Point of Interface to Supra Telecom, Point of Interface to BellSouth).

- 2.9.5 The Parties shall deliver and maintain their own strands wholly at their own expense. Upon verbal request by either Party, the other Party shall allow access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 2.9.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 2.9.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 2.9.8 Neither Party shall charge the other for its portion of the Fiber Meet facility between the ASWC and the BSWC used exclusively for the other Party's local traffic (i.e., the Local Channel). The Parties do not intend to utilize this arrangement for Transit Traffic.

### **3. INTERCONNECTION TRUNKING AND ROUTING**

- 3.1 The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Attachment in accordance with the following:
- 3.2 Within 45 days of the Effective Date, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 3. Such guidelines will conform to standard industry practices adopted by and contained in documents published by Industry Forums, including but not limited to, the Alliance for Telecommunications Industry Solutions ("ATIS") and the Ordering and Billing Forum ("OBF").
- 3.3 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment.
- 3.4 Unless otherwise mutually agreed, the Parties will complete the conversion within one [1] year of the Effective Date of the Agreement.
- 3.5 If, following one [1] year after the Effective Date of the Agreement, there exists any interconnection trunks which have not been converted to the interconnection arrangements described in this Attachment 3,

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then either Party may invoke the dispute resolution proceeding, pursuant to Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

- 3.6 The Parties will use the following interconnection standards:
  - 3.6.1 The Parties agree to establish Binary 8 Zero Sum Extended Superframe line protocol, where technically feasible.
  - 3.6.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. DS3 facilities will be provisioned with C-bit parity.
  - 3.6.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.
  - 3.6.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Section 4.13 of this Attachment 3 and sound engineering practices.
  - 3.6.5 Interconnection will be provided utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).
  - 3.6.6 BellSouth and Supra Telecom shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with Exhibits B - E of this Attachment 3, attached hereto and incorporated herein by this reference.
  - 3.6.7 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Supra Telecom not addressed in Exhibit A shall be as set forth in the appropriate Party's Commission approved and effective intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' Local Traffic, excluding Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Supra Telecom shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 3.7 All originating toll free service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls.

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- 3.8 The Parties shall deliver over any trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; and (2) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the access tandem.
- 3.9 For BellSouth end offices that do not normally subtend tandem for which calls are routed to that end office on an alternate routing basis, BellSouth will provide Supra Telecom its alternative routing (scheme) arrangements. Where BellSouth utilizes alternative arrangements, it shall deliver any traffic through that alternative routing.
- 3.10 The Parties shall deliver over any trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.
- 3.11 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.
- 3.12 Where either Party delivers over the local traffic trunk groups miscellaneous calls (e.g., time, weather, 976) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 3.13 The Parties will cooperate to establish separate, choke trunk groups for the completion of calls to customers such as radio contest lines. Notwithstanding the foregoing, the Parties agree that where the Parties' switch has the capability to perform call gapping and other protective network traffic management controls, separate trunk groups shall not be required to carry such traffic.
- 3.14 N11 code traffic shall be routed between the Parties' networks pursuant to accepted industry practice (e.g., over local traffic trunks or over separate trunk groups).
- 3.15 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification/Busy Line Verification Interrupt ("BLV/BLVI") services on calls between their respective line side end users for numbers that are not ported.
- 3.16 A blocking standard of one-half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided exchange access traffic between an end

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office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). High usage trunk groups shall be sized to an economic CCS parameter mutually agreed to by both Parties.

3.16.1 Pursuant to Attachment 9, incorporated herein by this reference, BellSouth shall report to Supra Telecom information regarding blocking of interconnection traffic.

3.17 The Parties agree to jointly manage the capacity of interconnection trunk groups to encourage the economic deployment of increasingly robust and diverse interconnection between their networks.

#### **4. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION**

4.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

4.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the technical specifications set forth in the applicable industry standard technical references. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the applicable industry standard technical references. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

4.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate,

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where technically feasible, or to any other Party to which each Party provides local interconnection.

- 4.4 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling (“CCS”) to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (“ANI”), originating line information (“OLI”) calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of CCS-based features between the respective networks. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information (“OLI”). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection (“TNS”) parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating exchange access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (“OBF”) adopted guidelines pertaining to TNS codes.
- 4.4.1 BellSouth’s Common Channel Signaling Access Service (“CCSAS”) allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path.
- 4.4.2 The transport portion of CCSAS, commonly referred to as a signaling link, is provided via dedicated 56 kbps out of band signaling connections between the Supra Telecom signaling point of interconnection and BellSouth’s signaling point of interconnection (“SPOI”).
- 4.4.3 The network termination point where this interconnection takes place is called the Signaling Transfer Point (“STP”) port termination.
- 4.4.4 Charges for signaling links and the STP port termination can be found in Attachment 2 of this Agreement, incorporated herein by this reference.

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- 4.4.5 Each CCSAS signaling connection provides for two-way digital transmission at speeds in multiples of 56 kbps. The connection to BellSouth's STP pair can be made from either Supra Telecom's signaling point ("SP"), which requires a minimum of two links, or from Supra Telecom's STP pair, which requires a minimum of four links.
- 4.5 SS7 Interconnection will take place at STP locations that are mutually agreed to by the Parties.
- 4.6 Where CCS is not available, in-band multi-frequency signaling will be provided. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification ("ANI") where available, at parity.
- 4.7 The Parties will provide CCS to one another, where and as available, in conjunction with access to call related databases and Service Control Points ("SCP"), including toll free databases, Line Information Database ("LIDB"), Calling Name ("CNAM"), and any other necessary databases.
- 4.8 When the Parties establish new links, each Party shall provide its own STP port termination(s) and charge the other Party for the signaling links as follows
- 4.8.1 Where the SPOI for the signaling link is at a Fiber Meet, there shall be no compensation between the Parties for the signaling link facilities used.
- 4.8.2 Where the SPOI for the signaling link facilities is located at the BellSouth Serving Wire Center where the signaling link facilities terminates and Supra Telecom has furnished the interconnection facility, BellSouth will pay a monthly charge equal to one half of the Supra Telecom-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Attachment 2 of this Agreement, incorporated herein by this reference.
- 4.8.3 Where the SPOI for the signaling link facilities is located at the Supra Telecom Serving Wire Center facility where the signaling link facilities terminate and BellSouth has furnished the interconnection facility, Supra Telecom will pay a monthly charge equal to one half of the BellSouth-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Attachment 2 of this Agreement, incorporated herein by this reference.

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- 4.8.4 Each party is responsible for all facility maintenance and provisioning on its side of the SPOI.
- 4.9 Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements), including testing of SS7 interconnection, shall be pursuant to the technical specifications set forth in the applicable industry standard technical references. Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that Supra Telecom LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate BellSouth switches. A mutually agreed test calling plan shall be conducted to ensure successful completion of originating and terminating calls.
- 4.10 Message Screening
- 4.10.1 BellSouth shall set message screening parameters so as to accept messages from Supra Telecom local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the Supra Telecom switching system has a legitimate signaling relationship.
- 4.10.2 BellSouth shall set message screening parameters so as to accept messages destined to/from a Supra Telecom local or tandem switching system or to/from a Supra Telecom Service Control Point ("SCP") from any signaling point or network interconnected to the BellSouth SS7 network with which the Supra Telecom switching system has a legitimate signaling relationship.
- 4.11 STP Requirements
- 4.11.1 BellSouth shall provide message transfer part and Signaling Connection Control Point ("SCCP") protocol interfaces in accordance with the technical specifications set forth in the applicable industry standard technical references.
- 4.12 SS7 Network Interconnection
- 4.12.1 SS7 Network Interconnection is the interconnection of Supra Telecom STPs and Supra Telecom local or tandem switching systems with the BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Supra Telecom local or tandem switching

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systems and other third-party switching systems directly connected to the BellSouth SS7 network.

- 4.12.2 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
  - 4.12.2.1 BellSouth local or tandem switching systems;
  - 4.12.2.2 BellSouth databases; and
  - 4.12.2.3 Other third-party local or tandem switching systems.
- 4.12.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Supra Telecom or other third-party switching systems with [note could be A or D/B link] direct access to the BellSouth SS7 network.
- 4.12.4 SS7 Network Interconnection shall provide transport for certain types of TCAP messages. If traffic is routed based on dialed or translated digits between an Supra Telecom local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Supra Telecom local STPs and the BellSouth or other third-party local switch.
- 4.12.5 When the capability to route messages based on Intermediate Signaling Network Identifier ("ISNI") is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code ("CIC").
- 4.12.6 BellSouth shall offer the following SS7 Network Interconnection options to connect Supra Telecom or Supra Telecom-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
  - 4.12.6.1 A-link interface from Supra Telecom local or tandem switching systems; and
  - 4.12.6.2 D/B-link interface from Supra Telecom STPs.
- 4.12.7 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

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- 4.12.7.1 An A-link layer shall consist of two links.
- 4.12.7.2 A D/B-link layer shall consist of four links.
- 4.12.8 The Parties agree to implement intraoffice diversity for the signaling links so that no single failure of intraoffice facilities or equipment shall cause the failure of any two links in a layer connecting to a BellSouth STP.
- 4.13 Trunk Forecasting and Servicing Requirements
- 4.13.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to Supra Telecom, Supra Telecom must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If Supra Telecom refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.
- 4.13.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this section shall be deemed "Confidential Information" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 4.13.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 48 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other

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Party if they know of situations in which the traffic load is expected to increase significantly and thus affects the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this section shall be deemed "Confidential Information" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

- 4.13.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 4.13.5 Signaling Call Information. BellSouth and Supra Telecom will send and receive 10 digits for local traffic. Additionally, BellSouth and Supra Telecom will exchange the proper call information, i.e., originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 4.13.6 Both Parties will manage the capacity of their interconnection trunk groups. BellSouth will issue an ASR to Supra Telecom to order changes BellSouth desires to the BellSouth interconnection trunk groups based on BellSouth's capacity assessment. Supra Telecom will issue an ASR to BellSouth to order changes Supra Telecom desires to the Supra Telecom interconnection trunk groups based on Supra Telecom's capacity assessment.
- 4.13.6.1 Either Party may issue a Trunk Group Service Request ("TGSR") to the other Party to order changes it desires to the interconnection trunk groups based on its capacity assessment. The Party receiving the TGSR will, within ten (10) business days, respond with an ASR or an explanation of why it believes an ASR is inappropriate.
- 4.13.6.2 The Party submitting an ASR will provide complete and accurate tie down inventory assignments in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order by use of a Design Layout Record. Additional tie down information, such as span information, may be required when applicable.
- 4.13.6.3 The Parties will prepare ASRs pursuant to the industry standard guidelines of the OBF.

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- 4.13.6.4 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.
- 4.13.6.5 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than ten (10) business days, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. Where feasible, either Party will expedite installation, upon the other Party's request.
- 4.13.7 Major projects shall be limited to those projects that require the coordination and execution of multiple orders or related activities between and among BellSouth and Supra Telecom work groups specifically relating to: (i) the initial establishment of local interconnection trunk groups; (ii) extending service into a new area; (iii) NXX code moves; (iv) facility grooming; or (v) network rearrangements. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Several orders submitted at one time may not be classified as a major project without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.
- 4.13.8 As provided herein, Supra Telecom and BellSouth agree to exchange escalation lists that reflect contact personnel including vice president level officers. These lists shall include name, department, title, phone number, and fax number for each person. Supra Telecom and BellSouth agree to exchange an up-to-date list promptly following changes in personnel or information.
- 4.14 Interference or Impairment
- 4.14.1 Upon receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall work cooperatively to determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.
- 4.15 Local Dialing Parity
- 4.15.1 BellSouth and Supra Telecom shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and Supra Telecom shall

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permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

## **5. NETWORK MAINTENANCE**

### **5.1 Outage Repair Standard**

5.1.1 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

5.2 BellSouth shall provide Supra Telecom at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact Supra Telecom's end users. Scheduled maintenance shall include, without limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.

## **6. INTERCONNECTION COMPENSATION**

### **6.1 Compensation for Local Traffic and ISP-bound Traffic**

6.1.1 Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that Party's network, except for those calls that originated or terminated through switched access arrangements as established by the ruling regulatory body.

6.1.1.1 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic and ISP-bound Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.

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- 6.1.1.2 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 6.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 6.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and Supra Telecom agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Supra Telecom that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Supra Telecom further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Supra Telecom that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 6.1.4 The Parties shall provide for the mutual and reciprocal recovery of the costs for the network facilities utilized in transporting and terminating Local Traffic on each other's network. The Parties agree that charges for transport and termination of calls on their respective networks are as set forth in Exhibit A to this Attachment.
- 6.1.5 For the purposes of this Attachment 3, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches. Supra shall not charge the Common Transport rate to BellSouth.
- 6.1.6 For the purposes of this Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch). Supra shall not charge the Tandem Switching rate to BellSouth.
- 6.1.7 For the purposes of this Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

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- 6.1.8 If Supra Telecom utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from Supra Telecom for transport and termination of BellSouth originated traffic, BellSouth will pay Supra Telecom no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where Supra Telecom receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the Supra Telecom terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate Supra Telecom at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the network facilities provided by Supra Telecom as defined in this Attachment 3.
- 6.1.8.1 Neither Party shall represent access services traffic (e.g., Internet Protocol Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation. "Internet Protocol Telephony" is defined as real-time voice conversations over the Internet by converting voices into data which is compressed and split into packets, which are sent over the Internet like any other packets and reassembled as audio output at the receiving end.
- 6.2 Unidentifiable traffic. Supra Telecom shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish local from intraLATA toll traffic for BellSouth originated traffic. Supra Telecom end users assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to Supra Telecom for termination on the Supra Telecom's network, if BellSouth cannot determine, because of the manner in which Supra Telecom has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth will make appropriate billing adjustments if Supra Telecom can provide sufficient information for BellSouth to determine whether said traffic is local or toll.
- 6.3 Percent Local Use Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and Supra Telecom shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for

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Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

- 6.3.1 Notwithstanding the reporting interval set forth in Section 6.3, BellSouth will accept and implement a monthly PLU, for a period of twelve (12) months, whenever Supra Telecom gains an end user whose calling pattern and traffic would likely have an impact on the PLU reported by Supra Telecom or whenever Supra Telecom opens a new calling area or begins marketing local services in a new area. After reporting the PLU monthly for a twelve (12) month period, the PLU reporting will revert to quarterly. Unless the monthly reporting demonstrates that the PLU has stabilized, then the reporting party will continue to report a monthly PLU for an additional six (6) month period or until the Parties agree that the PLU has stabilized, whichever occurs first. In all other instances, the PLU reporting shall be quarterly.
- 6.4 Percentage Interstate Usage. For combined interstate and intrastate Supra Telecom traffic terminated by BellSouth over the same facilities, Supra Telecom will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Supra Telecom. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.
- 6.5 Audits. On thirty (30) days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. BellSouth and Supra Telecom shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit

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results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Compensation for 800 Traffic

6.6.1 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the each Party's intrastate or interstate switched access tariffs.

6.6.2 Records for 8YY Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8YY customers. Records required for billing end users purchasing 8YY Services shall be provided pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

6.7 Transit Traffic Service. . BellSouth shall provide tandem switching and transport services for Supra Telecom's Transit Traffic. Transit Traffic is traffic originating on Supra Telecom's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to Supra Telecom's network. Rates for local Transit Traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that Supra Telecom's end office is subtending the BellSouth Access Tandem for switched access traffic to and from Supra Telecom's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with Multiple Exchange Carrier Access Billing ("MECAB") guidelines.

7. **OSS RATES**

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- 7.1 To the extent Supra Telecom orders a Service and Element for the purpose of interconnection, the OSS Rates set forth in Attachment 2 of this Agreement, incorporated herein by this reference, shall apply.

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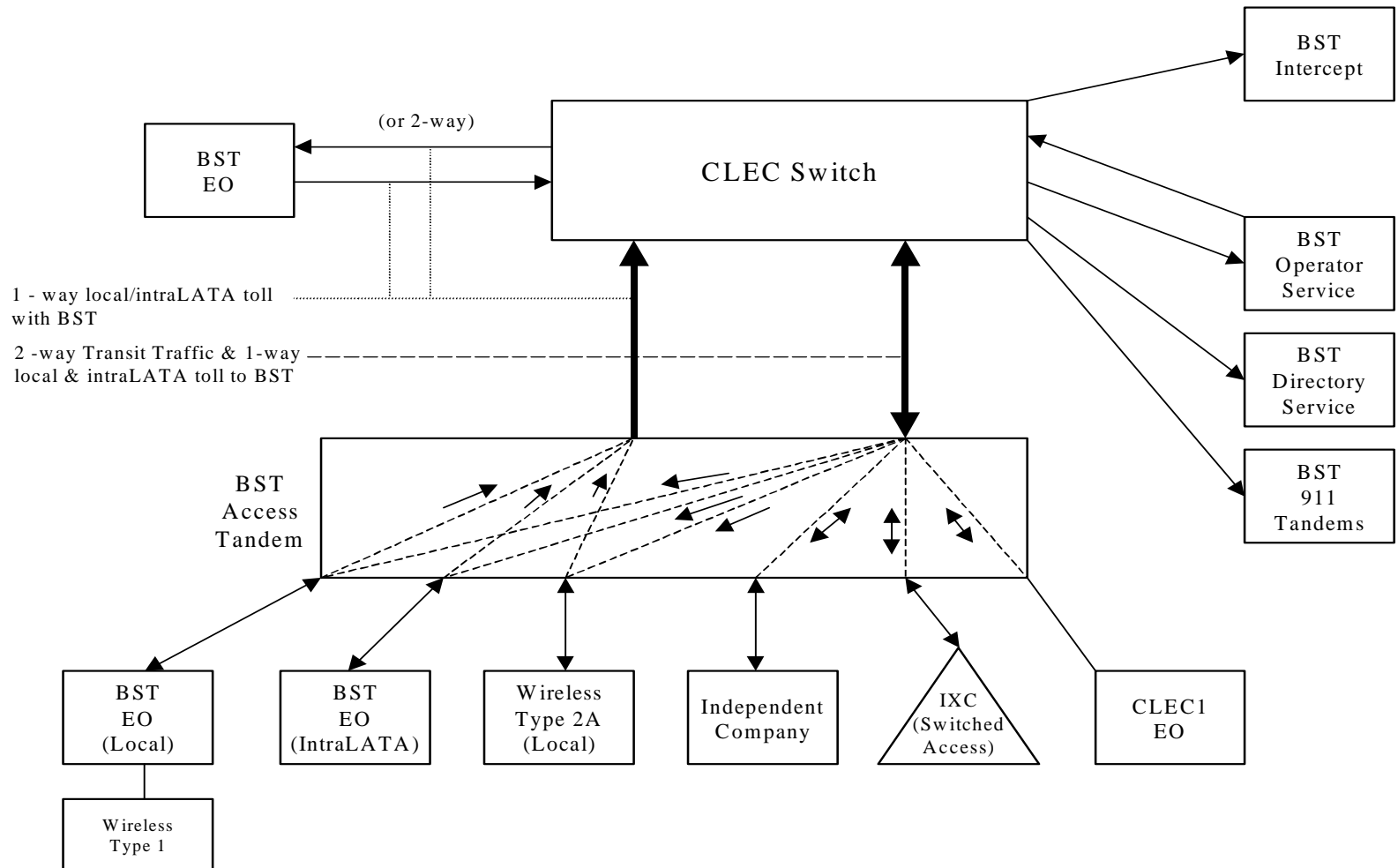
LOCAL INTERCONNECTION - Florida										Attachment: 3		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																						
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																						
<b>END OFFICE SWITCHING</b>																						
	End Office Switching Function Per MOU			OHD		0.0009302																
<b>TANDEM SWITCHING</b>																						
	Tandem Switching Function Per MOU			OHD		0.0006019																
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006019																
	Tandem Intermediary Charge, per MOU*			OHD		0.0000																
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																						
<b>TRUNK CHARGE</b>																						
	Installation Trunk Side Service - per DS0			OHD	TPP++		336.43	57.38														
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00																
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00																
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00																
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00																
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																						
<b>COMMON TRANSPORT (Shared)</b>																						
	Common Transport - Per Mile, Per MOU			OHD		0.0000035																
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372																
<b>LOCAL INTERCONNECTION (TRANSPORT)</b>																						
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>																						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0091																
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	25.32	31.78	7.03														
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>																						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0091																
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	31.78	7.03														
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0091																
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	31.78	7.03														
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>																						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856																
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	98.47	19.05														
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3</b>																						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87																
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	219.28	70.56														
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																						
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	21.94	265.84	46.97	37.63	4.00												
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	22.81	266.54	47.67	44.22	5.33												
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.28	216.65	183.54	24.30	16.95												
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84												
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																						
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																						
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00															
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00															
<b>MULTIPLEXERS</b>																						
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49												



LOCAL INTERCONNECTION - Florida											Attachment: 3		Exhibit: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07												
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08														
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																						

# Basic Architecture

Exhibit B

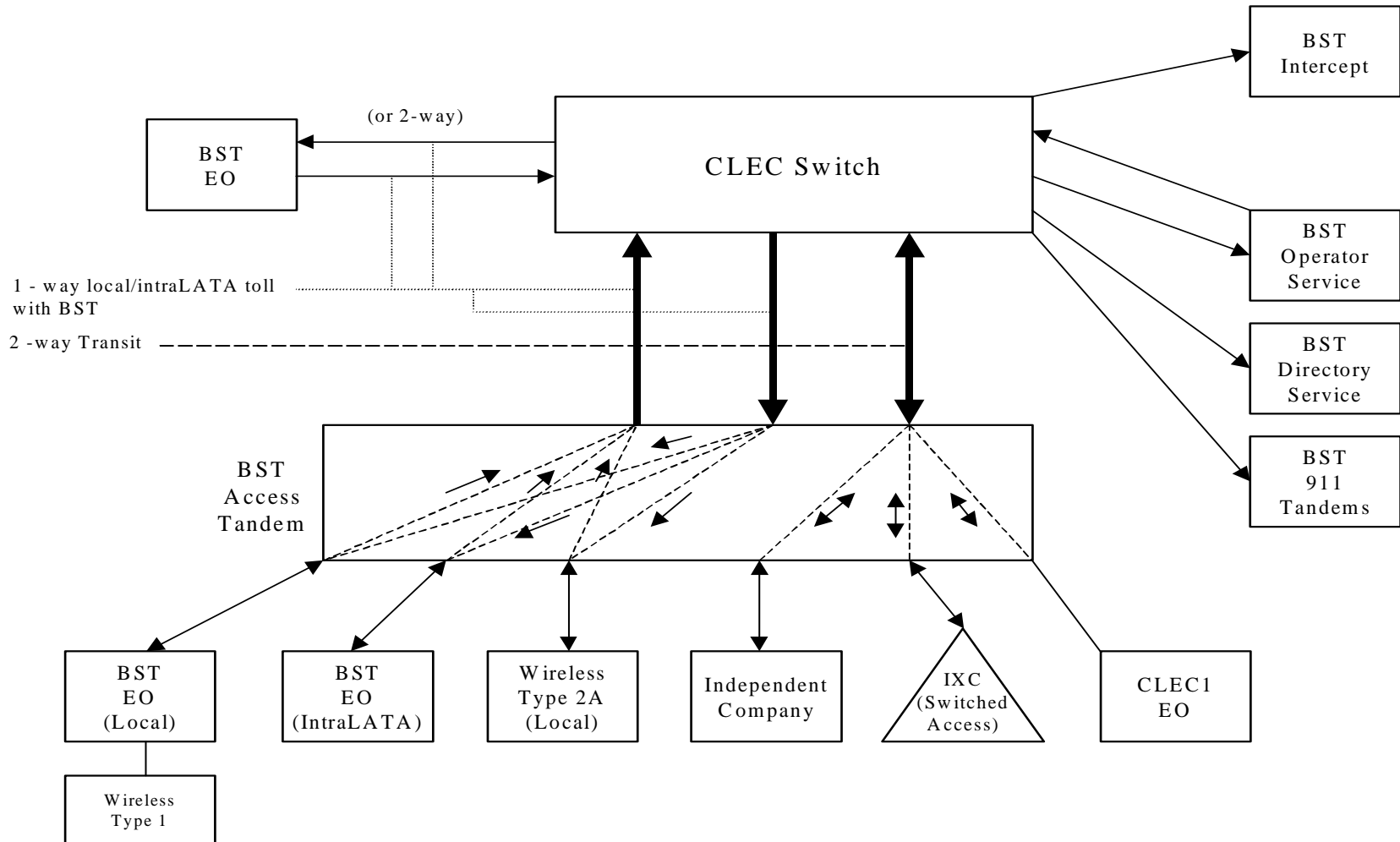


July 15, 2002 |



# One-Way Architecture

Exhibit C

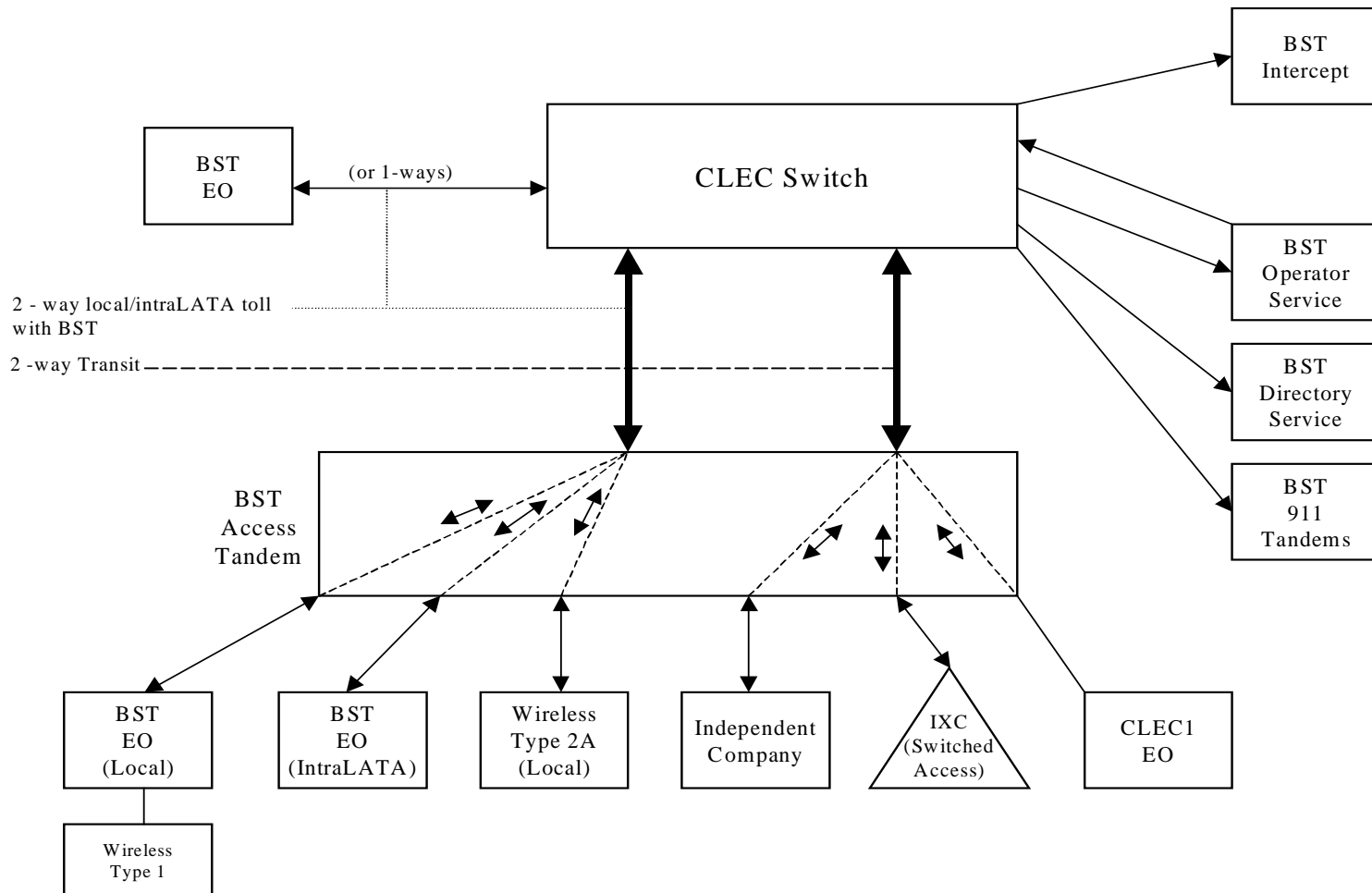


July 15, 2002

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# Two-Way Architecture

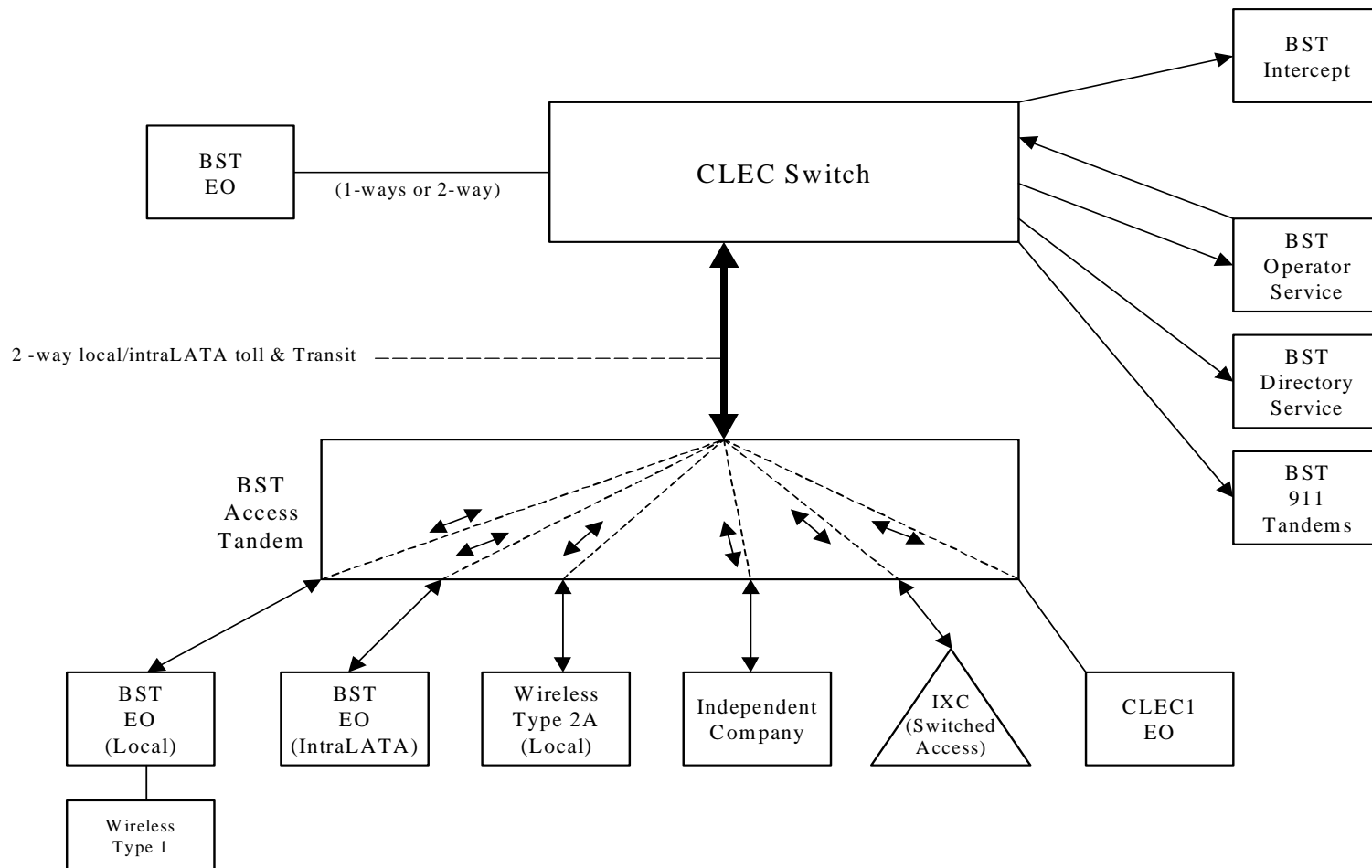
Exhibit D



July 15, 2002

July 15, 2002

# Supergroup Architecture







**Attachment 4**

**Collocation**

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**EXHIBIT C - REMOTE SITE PHYSICAL COLLOCATION**

## COLLOCATION

### 1. SCOPE OF ATTACHMENT

- 1.1 Scope of Attachment. BellSouth shall offer to Supra Telecom collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules and regulations of the FCC. If BellSouth provides any collocation to its own customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same collocation to Supra Telecom at rates, terms and conditions no less favorable to Supra Telecom than those provided by BellSouth to itself or to any other party. The rates, terms, and conditions contained within this Attachment shall only apply when Supra Telecom is occupying the collocation space as a sole occupant or as a Host, as defined below, pursuant to Section 3 of this Attachment 4.
- 1.2 Right to occupy. Subject to Section 4 of this Attachment 4, BellSouth hereby grants to Supra Telecom a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Supra Telecom and agreed to by BellSouth (hereinafter "Collocation Space"). "Premises" refers to BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth central offices, the Parties will negotiate said rates, terms and conditions at the request for collocation at other than a central office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by Supra Telecom may contemplate a request for space sufficient to accommodate Supra Telecom's growth within a two year period unless otherwise agreed to by the Parties.
- 1.2.1 Space Reclamation. In the event of space exhaust within a Premise, BellSouth may provide notice, which must be in writing, to Supra Telecom requesting that Supra Telecom release non-utilized Collocation Space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in Supra Telecom's collocation arrangement is not being utilized by the end of the second year from the date Supra Telecom accepted the Collocation Space.

Supra Telecom, within twenty (20) days of receipt of a written notification from BellSouth, shall either: (i) return the non-utilized Collocation Space to BellSouth, in which case Supra Telecom shall be relieved of all obligation for charges for that portion of the Collocation Space so released; (ii) provide BellSouth evidence that equipment is on order which will be installed in the non-utilized Collocation Space; or (iii) enter into a sharing relationship with another telecommunications carrier who will utilize the non-utilized Collocation Space.

- 1.3 Use of Space. Supra Telecom shall use the Collocation Space for the purposes of installing, provisioning, maintaining and operating Supra Telecom's equipment (to include testing and monitoring equipment) used or useful primarily to gain access to Network Elements and Combinations and secondarily to interconnect with BellSouth services and facilities, for the provision of telecommunications services. Pursuant to Section 5 of this Attachment 4, Supra Telecom may at its option, place Supra Telecom-owned or Supra Telecom-leased entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Supra Telecom may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Supra Telecom pursuant to Section 5.7 of this Attachment 4. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.4 BellSouth will offer virtual or adjacent, where technically feasible, collocation of the equipment where BellSouth is prepared to demonstrate that physical collocation is not practical for technical reasons or because of space limitations as provided in § 251(c)(6) of the Act and FCC orders.
- 1.5 Rates and charges. Supra Telecom agrees to pay the rates and charges identified at Exhibit A attached hereto.

## 2. **SPACE NOTIFICATION**

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6 of this Attachment 4, BellSouth will permit Supra Telecom to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to

technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If BellSouth responds that requested space is not available within the requested BellSouth Premises, BellSouth will inform Supra Telecom of the amount of space that is available. If no space is available, BellSouth will inform Supra Telecom that virtual or adjacent collocation is an option at the requested Premises.

- 2.2 Reporting. Upon request from Supra Telecom, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from Supra Telecom must be written and must include the Premises and Common Language Location Identification (“CLLI”) code of the Premises where applicable. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (“NECA”) Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a particular Premises within ten (10) business days of receipt of such request. BellSouth will respond in ten (10) business days to a request for up to and including five (5) Premises within the same state. The response time for a request of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) business day response time, BellSouth shall notify Supra Telecom and inform Supra Telecom of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying Supra Telecom that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow Supra Telecom, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the central office must be received by BellSouth within five (5) business days of the Denial of Application. Notwithstanding the foregoing, the Parties may agree to conduct the tour outside of the 10-day period.

- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. §251(c)(6) and the appropriate state and federal rules and regulations.
- 2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a letter of intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of the telecommunications carrier on said waiting list. Upon request BellSouth will advise Supra Telecom as to its position on the list.
- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a central office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5 of this Attachment 4.

### **3. COLLOCATION OPTIONS**

- 3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow Supra Telecom to collocate Supra Telecom's equipment and facilities without requiring the construction of a cage or similar structure to enclose said equipment and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Supra Telecom to have direct access to its equipment and facilities but may require Supra Telecom to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7.5 of this Attachment 4. BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Supra Telecom must provide the equipment layout, including spatial dimensions for such equipment pursuant to Section 5.1.1 of this Attachment 4 and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 of this Attachment 4.

- 3.1.1 Shared Cageless Collocation. Supra Telecom may allow other telecommunications carriers to share Supra Telecom's cageless collocation arrangements pursuant to the terms and conditions of Section 3.1.1 and Section 3.3 of this Attachment. Notwithstanding the forgoing, sharing of cageless space within the cageless arrangement shall not be authorized (1) where local building codes do not allow shared cageless collocation; or (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by that lease from offering shared cageless collocation or (3) where the only remaining space of Supra Telecom's cageless collocation arrangement requires Supra Telecom's equipment to be commingled with BellSouth equipment. For purposes of this section, commingled means that the location of the Supra Telecom cageless arrangement in the BellSouth equipment lineup is such that BellSouth is not able to enclose BellSouth's equipment. Supra Telecom shall coordinate with its Guest, as defined below, and BellSouth to limit the number of parties working within the shared cageless collocation arrangement at the same time. BellSouth agrees to waive this provision in the event a specific project requires the presence of multiple parties all at the same time.
- 3.2 Cages and Adjacent Arrangement Enclosures. At Supra Telecom's option and upon request, BellSouth shall construct cages in compliance with Supra Telecom's collocation request. At Supra Telecom's request, BellSouth shall permit Supra Telecom to subcontract the construction of physical collocation arrangements with BellSouth Certified Vendors, provided however, that BellSouth shall not unreasonably withhold approval of contractors.
- 3.2.1 When Supra Telecom subcontracts the construction, Supra Telecom must arrange with a BellSouth Certified Vendor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at Supra Telecom's expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Supra Telecom and Supra Telecom's BellSouth Certified Vendor must comply with local building code requirements. Supra Telecom's BellSouth Certified Vendor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Supra Telecom and provide, at Supra Telecom's expense, the documentation, including architectural drawings, necessary for Supra Telecom to obtain the zoning, permits



and/or other licenses. BellSouth shall pass on to Supra Telecom the costs of providing the documentation. The Certified Vendor shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.

- 3.2.2 BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's specifications and to require Supra Telecom to remove or correct at Supra Telecom's cost any structure that does not meet these standards.
- 3.2.3 Supra Telecom must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any circumstances. Except in case of emergency, BellSouth will not access Supra Telecom's locked enclosure prior to notifying Supra Telecom. BellSouth shall notify Supra Telecom in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse Supra Telecom the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for Supra Telecom to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. Supra Telecom shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that Supra Telecom shall immediately provide BellSouth with such new keys.
- 3.3 Shared Caged Collocation. Supra Telecom may allow other telecommunications carriers to share Supra Telecom's caged collocation arrangement pursuant to terms and conditions agreed to by Supra Telecom ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and Supra Telecom shall provide written notice to BellSouth that it has entered into a shared arrangement prior to submitting an application for said Guest. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment 4.

- 3.3.1 Supra Telecom shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest Application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to Network Elements.
- 3.3.2 Supra Telecom shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Supra Telecom's Guests in the Collocation Space.
- 3.4 Adjacent Collocation. BellSouth will make available, where space is legitimately exhausted in a particular BellSouth Premises, collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible. BellSouth will permit Supra Telecom to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. BellSouth will provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. BellSouth will permit Supra Telecom to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either BellSouth or by Supra Telecom itself. The Adjacent Arrangement shall be constructed or procured by Supra Telecom and in conformance with BellSouth's reasonable safety and maintenance requirements. BellSouth will provide specifications upon request. Further, Supra Telecom shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be as set forth in Exhibit A.
- 3.4.1 Should Supra Telecom elect such option, Supra Telecom must arrange with a BellSouth Certified Vendor to construct an Adjacent Arrangement structure. Where local building codes require enclosure

specifications more stringent than BellSouth's standard specification, Supra Telecom and Supra Telecom's contractor must comply with local building code requirements. Supra Telecom's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BellSouth shall cooperate with Supra Telecom and provide, at Supra Telecom's expense, the documentation necessary for Supra Telecom to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to Supra Telecom the costs of providing the documentation. Supra Telecom's BellSouth Certified Vendor shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.

- 3.4.2 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 of this Attachment 4, to ensure the design and construction comply with BellSouth's specifications. BellSouth may require Supra Telecom, at Supra Telecom's sole cost, to correct any deviations from BellSouth's specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 Supra Telecom shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking and conduit) to the BellSouth point of interconnection. At Supra Telecom's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.
- 3.4.4 Where Supra Telecom has elected to construct the adjacent enclosure itself, BellSouth shall deliver to Supra Telecom the requested ground space thirty (30) days after BellSouth receives Supra Telecom's Bona Fide Firm Order.
- 3.4.5 BellSouth shall allow other telecommunications carriers to share Supra Telecom's Adjacent Arrangements pursuant to the terms and conditions set forth in Section 3.3 above.

#### **4. OCCUPANCY**

- 4.1 Commencement Date. The “Commencement Date” shall be the day Supra Telecom’s equipment becomes operational as described in Section 4.2 of this Attachment 4.
- 4.2 Occupancy. BellSouth will notify Supra Telecom in writing that the Collocation Space is ready for occupancy. Supra Telecom must place operational telecommunications equipment in the Collocation Space and begin either receiving access to Network Elements or interconnecting with BellSouth’s network within one hundred eighty (180) days after receipt of such notice. Supra Telecom must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth’s network. If Supra Telecom fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then BellSouth may, upon thirty (30) days written notice, request Supra Telecom to return the space. Supra Telecom is not required to return the space if, within that thirty (30) day period: (1) Supra Telecom utilizes the space by placing equipment in the space; (2) Supra Telecom provides BellSouth a legitimate business plan within fifteen (15) calendar days showing its intent to utilize the space within forty-five (45) days of submitting the business plan; or (3) Supra Telecom enters into a sharing relationship for its space pursuant to Section 3.4 of this Attachment 4. In the event that Supra Telecom does not satisfy any of the foregoing conditions, its right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Supra Telecom with respect to said Collocation Space. However, for good cause shown, Supra Telecom may request and BellSouth will grant an extension of up to 30/60 days. Termination of Supra Telecom’s rights to the Collocation Space pursuant to this section shall not operate to release Supra Telecom from its obligation to reimburse BellSouth for all unpaid costs reasonably incurred by BellSouth pursuant to Section 4.2.2 of this Attachment 4 in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this Section 4.2, Supra Telecom’s telecommunications equipment will be deemed operational when cross-connected to BellSouth’s network for the purpose of service provision.
- 4.2.1 If, after the initial installation of Supra Telecom’s equipment, the initial connections provided by BellSouth on BellSouth’s side of the demarcation point do not allow Supra Telecom’s equipment to function in a manner that allows Supra Telecom to provide telecommunications

services to its end users, BellSouth will credit Supra Telecom the floor space charges for the period of time that the Supra Telecom equipment is not operational due to the faulty connections. Such credit will also include a pro rata credit for cross-connections and any Network Elements ordered and installed and will not apply if the malfunction results from BellSouth provisioning such connections in accordance with Supra Telecom specifications.

- 4.2.2 Termination. Except where otherwise agreed to by the Parties, Supra Telecom may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, Supra Telecom at its expense shall remove its equipment and other property from the Collocation Space. Supra Telecom shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of any other occupant of Supra Telecom's Collocation Space; provided, however, that Supra Telecom shall continue payment of monthly fees to BellSouth until such date as Supra Telecom has fully vacated the Collocation Space. Upon expiration of this Attachment, Supra Telecom shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Supra Telecom except for ordinary wear and tear. Unless otherwise agreed upon by the Parties, Supra Telecom shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

## 5. **USE OF COLLOCATION SPACE**

- 5.1 Equipment Type. BellSouth shall permit the collocation of any type of equipment used or useful for interconnection or for access to Network Elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to Network Elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, equipment being collocated to terminate basic transmission facilities pursuant to § 64.1401 and § 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, remote switching modules, and digital/optical cross-connect panels, and digital loop carrier. Nothing in this section requires BellSouth to permit collocation of equipment used solely for

switching or solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of Supra Telecom to use all the features, functions, and capabilities of equipment collocated including, but not limited to, switching and routing features and functions and enhanced services functionalities.

- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Specifications (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the Collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards.
- 5.1.2 Supra Telecom shall not use the Collocation Space for marketing purposes nor shall it place any advertising signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.3 Supra Telecom shall place a plaque or other identification affixed to Supra Telecom's equipment, cage or adjacent structure necessary to identify Supra Telecom's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 BellSouth shall not impose any performance standards, except for safety, on Supra Telecom equipment. These safety standards will not exceed the standards that BellSouth imposes on its own equipment, its subsidiaries' equipment, or to the equipment of any third person.
- 5.2 For both Physical Collocation and Virtual Collocation, Supra Telecom may either purchase unbundled transmission facilities (and any necessary cross-connection) from BellSouth or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation Space at BellSouth's Premises.
- 5.3 Entrance Facilities. Supra Telecom may elect to place Supra Telecom-owned or Supra Telecom-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises housing the Collocation Space, such as an entrance manhole or a

cable vault which are physically accessible by both Parties. Supra Telecom will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. If Supra Telecom desires to place cable other than fiber, BellSouth shall permit interconnection using copper or coaxial cable if such interconnection is first approved by the Commission. Supra Telecom will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Supra Telecom's equipment in the Collocation Space. Supra Telecom must arrange for BellSouth to splice the entrance facility to Supra Telecom-provided riser cable. In the event Supra Telecom utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Pursuant to the Supra Telecom/BellSouth Right-of-Way Attachment 8, incorporated herein by this reference, Supra Telecom must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Supra Telecom is responsible for maintenance of the entrance cable.

5.3.1 Dual Entrance. BellSouth will provide at least two (2) such Interconnection points at each BellSouth Premises at which there are at least two (2) entry points for BellSouth's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points. In response to a request for physical collocation under this Attachment, BellSouth shall provide Supra Telecom with information regarding BellSouth's capacity to accommodate dual entrance facilities. Consistent with Attachment 8, incorporated herein by this reference, if conduit in the serving manhole(s) is available and is not reserved for another purpose, BellSouth will make the requested conduit space available for installing a second entrance facility to Supra Telecom's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth so long as the location selected is as close as reasonably possible. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.3.2 Shared Use. Supra Telecom may utilize spare capacity on an existing telecommunications service providers entrance facility for the purpose of providing an entrance facility to another Supra Telecom collocation arrangement within the same Premises. Supra Telecom must arrange for BellSouth to splice the entrance facility to Supra Telecom-provided riser cable.

- 5.4 Splicing in the Entrance Manhole. Although not generally permitted, should Supra Telecom request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Supra Telecom by BellSouth, Supra Telecom shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.
- 5.5 Demarcation Point. For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between Supra Telecom's equipment and/or network and BellSouth's network located as close as reasonably possible to Supra Telecom's Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require Supra Telecom to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network, if technically feasible. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Supra Telecom shall be responsible for providing, and Supra Telecom's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4 of this Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Supra Telecom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Supra Telecom's option, expense, and if space permits, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point.
- 5.6 Supra Telecom's Equipment and Facilities. Supra Telecom, or if required by this Attachment, Supra Telecom's BellSouth certified



vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Supra Telecom. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation Space, Supra Telecom shall obtain BellSouth's approval of Supra Telecom's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. BellSouth may request additional information before granting approval.

5.7 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, Network Elements, and facilities, Supra Telecom may directly connect to other telecommunications service providers within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by Supra Telecom or through BellSouth facilities designated by Supra Telecom, at Supra Telecom's option. Such connections to other carriers may be made using either copper, optical, coaxial or electrical facilities. Supra Telecom may deploy such connections directly between its own facilities and the facilities of other carrier(s) without being routed through BellSouth equipment. Supra Telecom may provide connection between the equipment in the Collocation Spaces via a cross-connection or other connecting transmission facility that meets the same reasonable safety requirements that BellSouth imposes on its own equipment. Supra Telecom may make this connection to another collocating telecommunications carrier even if the equipment being connected is in the same room as BellSouth's equipment.

5.7.1 If Supra Telecom requests a co-carrier cross-connect after the initial installation, Supra Telecom must submit an application with a Subsequent Application Fee. Supra Telecom must use a BellSouth Certified Vendor to place the co-carrier cross connect, except in cases where the Supra Telecom equipment and the equipment of the other carrier are located within contiguous Collocation Spaces. In cases where Supra Telecom's equipment and the equipment of the other telecommunications carrier are located in contiguous Collocation Spaces, Supra Telecom will have the option to deploy the co-carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support

structures do not exist and must be constructed, a non-recurring charge for the individual case will be assessed.

- 5.8 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Supra Telecom when access to the Collocation Space is required and provide a list of names of individuals authorized to enter said space. Supra Telecom may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Supra Telecom will not bear any of the expense associated with this work.
- 5.9 Access. Pursuant to Section 11 of this Attachment 4, Supra Telecom shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Supra Telecom agrees to provide the name and either Driver's License, social security number, or date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Supra Telecom agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Supra Telecom employees, contractors, other occupants of Supra Telecom's Collocation Space, or agents after termination of the employment relationship, contractual obligation with Supra Telecom or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement. Within sixty (60) days of the Effective Date of this Agreement, BellSouth and Supra Telecom shall establish an agreed upon procedure for the return and confirmation of the return of Access Keys. Within ten (10) business days after receipt of Supra Telecom's Bona Fide Order, BellSouth and Supra Telecom will visit, without charge, Supra Telecom's designated collocation arrangement location.
- 5.9.1 Security Escort. A security escort will be required whenever Supra Telecom or its agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed after Bona Fide Firm Order without charge to Supra Telecom prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed

in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

- 5.9.2 Lost or Stolen Access Keys. Supra Telecom shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Supra Telecom will reimburse BellSouth the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), Supra Telecom shall pay for all reasonable costs associated with the re-keying. Supra Telecom must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date Supra Telecom desires access to the Collocation Space.
- 5.9.3 Supra Telecom authorized personnel will have immediate access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc., within the collocated facility), as well as access to parking.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space by Supra Telecom shall not interfere with or impair service provided by BellSouth or by any other telecommunications carriers located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other telecommunications carrier located in the Premises, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Supra Telecom violates the provisions of this paragraph, BellSouth shall give written notice to Supra Telecom, which notice shall direct Supra Telecom to cure the violation within forty-eight (48) hours of Supra Telecom's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If Supra Telecom fails to take any action within 48 hours of receipt of the written notice or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services

provided by BellSouth or any other telecommunications carrier located in the Premises, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Supra Telecom's equipment. BellSouth will endeavor, but is not required, to provide notice to Supra Telecom prior to taking such action and shall have no liability to Supra Telecom for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.10.1 Supra Telecom will be responsible for notifying BellSouth of any significant outages of Supra Telecom's equipment which could impact any of the services offered by BellSouth, and provide estimated clearing time for restoration.
- 5.11 Personalty and its Removal. Subject to requirements of this Attachment, Supra Telecom may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Supra Telecom in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Supra Telecom at any time. Any damage caused to the Collocation Space by Supra Telecom's employees, agents or representatives during the removal of such property shall be promptly repaired by Supra Telecom at its expense.
- 5.12 Alterations. In no case shall Supra Telecom or any person acting on behalf of Supra Telecom make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Supra Telecom.
- 5.13 Janitorial Service. Supra Telecom will not be responsible for costs associated with maintenance and upkeep of the building. Supra Telecom shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a

BellSouth Certified Vendor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

## **6. ORDERING AND PREPARATION OF COLLOCATION SPACE**

- 6.1 Application for Space. Supra Telecom shall submit an application document when Supra Telecom or Supra Telecom's Guest(s), as defined in Section 3.3 of this Attachment 4, desires to request or modify the use of the Collocation Space. BellSouth shall provide Supra Telecom with a single point of contact for all inquiries regarding collocation.
- 6.1.1 Initial Application. For Supra Telecom or Supra Telecom's Guest(s) initial equipment placement, Supra Telecom shall submit to BellSouth a complete and accurate (complete and accurate means all required fields are filled in with the appropriate type of information) Application and Inquiry document ("Bona Fide Application"), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Supra Telecom's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.1.2 Subsequent Application Fee. In the event Supra Telecom or Supra Telecom's Guest(s) desire to modify the use of the Collocation Space, Supra Telecom shall complete a Bona Fide Application detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Supra Telecom in the Bona Fide Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Supra Telecom for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the Subsequent Application Fee shall be refunded to Supra Telecom. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A to Attachment 4. In the event that the modification requires a capital expenditure by BellSouth, the

Application Fee set forth in Exhibit A to Attachment 4 shall be assessed. In such event, the Subsequent Application Fee shall be considered a partial payment of the Application Fee, and the outstanding balance (Application Fee minus Subsequent Application Fee) shall be due from Supra Telecom within thirty (30) calendar days following Supra Telecom's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1 of this Attachment 4, BellSouth will include in its response whether the application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) business days of receipt of a Bona Fide Application. When more than 5 Bona Fide Applications are submitted within a fifteen (15) calendar day window within the same state, BellSouth will respond as soon as possible, but no later than the following: within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. Such negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The response will also include the configuration of the space and the estimated cost to prepare the space. When BellSouth's response includes an amount of space less than that requested by Supra Telecom or differently configured, Supra Telecom must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

6.3 Bona Fide Firm Order. Supra Telecom shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Supra Telecom to complete the Bona Fide Application process described in Section 6.1 of this Attachment 4, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to Supra Telecom's Bona Fide Application. If Supra Telecom makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will be

paused until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate Supra Telecom's application as a result of changes requested by Supra Telecom to Supra Telecom's original application, then BellSouth will charge Supra Telecom a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Supra Telecom to resubmit the application with an application fee.

- 6.3.1 The firm order date will be the date BellSouth receives a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Supra Telecom's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date
- 6.3.2 Within ten (10) business days after receipt of Supra Telecom's Bona Fide Order, BellSouth and Supra Telecom will visit, without charge, Supra Telecom's designated collocation arrangement location.
- 6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.
- 6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 100 calendar days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will negotiate construction and provisioning intervals to complete construction of all other collocation space ("extraordinary conditions"). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA (Americans With Disabilities Act) compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

- 6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Supra Telecom will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Supra Telecom during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.
- 6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.
- 6.4.3 Acceptance Walk Through. Supra Telecom and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Supra Telecom. The acceptance walk through shall occur within 15 calendar days of BellSouth's notification to Supra Telecom that the collocation space is ready for occupancy. BellSouth will correct any deviations to Supra Telecom's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame. The correction of these deviations from Supra Telecom's original request for collocation shall be at BellSouth's expense. At the end of the acceptance walk through or after any deviations are corrected, Supra Telecom will execute a written document accepting the Collocation Space.
- 6.5 Use of Certified Vendor. A "BellSouth Certified Vendor" is a vendor that has been certified by BellSouth to perform certain activities pursuant to BellSouth's certified vendor program. Supra Telecom shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Supra Telecom must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Supra Telecom with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Supra Telecom's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power



distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Supra Telecom upon successful completion of installation. The Certified Vendor shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall certify Supra Telecom or any vendor proposed by Supra Telecom when either satisfactorily completes BellSouth's certified vendor program.

- 6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's and Supra Telecom's equipment and facilities. Should Supra Telecom elect to place alarms within its Collocation Space, Supra Telecom shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Supra Telecom's Collocation Space. Upon request, BellSouth will provide Supra Telecom with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Supra Telecom. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit B attached hereto.
- 6.7 Power. BellSouth shall supply -48 Volt (-48V) DC power, including back-up power, for Supra Telecom's Collocation Space within the Premises and shall make available AC power at Supra Telecom's option for Adjacent Arrangement collocation. The power provided to Supra Telecom by BellSouth shall be at least equal in quality and service level as that which is provided by BellSouth to itself or to any third party. When obtaining AC power from a BellSouth Service Panel, fuses and power cables must be engineered (sized) and installed by Supra Telecom's BellSouth Certified Vendor. Supra Telecom's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized) and installed by Supra Telecom's BellSouth Certified Vendor. Electrical engineering standards require that the fuse positions for power feeders must exceed the actual drain (or expected consumption) by 50%. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized) and installed by Supra Telecom's BellSouth Certified Vendor. Supra Telecom's BellSouth Certified Vendor must also provide a copy of the engineering power

specification prior to the Commencement Date. BellSouth may be required to construct additional DC power plant or upgrade the existing DC power plant in a Premises as a result of Supra Telecom's request to collocate in that Premises ("Power Plant Construction"). The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all Telcordia and ANSI Standards regarding power cabling, including Telcordia Network Equipment Building System (NEBS) Standard GR-63-CORE. If BellSouth has not previously provided for power plant capacity for collocation at a specific site, then Supra Telecom has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Vendor and such contractor shall comply with BellSouth's guidelines and specifications. Where Supra Telecom performs its own dedicated Power Plant Construction, upon termination of this Attachment Supra Telecom shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. The termination and grounding locations shall be as mutually agreed upon by the Parties.

- 6.8 Basic Telephone Service. Upon request of Supra Telecom, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.9 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to central office space or support mechanisms which is required to accommodate physical collocation. Supra Telecom's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Supra Telecom divided by the total central office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning ("HVAC") equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per central office basis. BellSouth will reimburse Supra Telecom in an amount equal to Supra Telecom's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.10 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth Network Elements, Supra Telecom may purchase Cross-Connects as set forth in Exhibit A, and Supra Telecom may designate within its Virtual Collocation arrangements the placement of telecommunications equipment set forth in Section 5.1 of this Attachment 4. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Supra Telecom may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Supra Telecom, such information will be provided to Supra Telecom in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Supra Telecom within 180 days of BellSouth's written denial of Supra Telecom's request for physical collocation, and (ii) Supra Telecom was not informed in the written denial that physical collocation space would become available within such 180 days, then Supra Telecom may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Supra Telecom must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10.1 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth

Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

6.11 Cancellation. If, at anytime, Supra Telecom cancels its order for the Collocation Space(s), BellSouth shall return that portion of the charges paid by Supra Telecom which exceed any expenses incurred up to the date that written notice of the cancellation is received. If BellSouth can demonstrate that BellSouth's expenses exceeded the estimated charges paid by Supra Telecom, Supra Telecom will pay BellSouth the additional charges. In no event will the level of reimbursement under this paragraph exceed the maximum amount Supra Telecom would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.12 Licenses. Supra Telecom, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

## **7. RATES AND CHARGES**

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6 of this Attachment 4, Supra Telecom shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following Supra Telecom's receipt of a bill or invoice from BellSouth following space acceptance. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Section 6.1.2 of this Attachment 4), when Supra Telecom requests a modification to the arrangement.

7.2 BellSouth may begin billing Supra Telecom for recurring charges for the Collocation Space on the date that Supra Telecom executes the written document accepting the Collocation Space pursuant to Section 6.4.3 of this Attachment 4.

7.3 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6.9 of this Attachment 4.

- 7.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.5 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power Supra Telecom's equipment. When the Collocation Space is enclosed, Supra Telecom shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Supra Telecom shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Supra Telecom's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Supra Telecom shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Supra Telecom first occupies the Collocation Space, whichever is sooner.
- 7.6 Charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Supra Telecom's equipment or space enclosure. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of Supra Telecom's request to collocate in that central office ("Power Plant Construction"), Supra Telecom shall pay its pro-rata share of costs associated with the Power Plant Construction. BellSouth will notify Supra Telecom of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be prorated and shared among all telecommunications carriers that benefit from that construction. The proration shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain requirements indicated by Supra Telecom in its physical

collocation application. Supra Telecom shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Supra Telecom shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction.

- 7.6.1 Charges for AC power will be assessed per breaker ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A of this Attachment 4, incorporated herein by this reference. AC power voltage and phase ratings shall be determined on a per location basis.
- 7.7 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). Supra Telecom will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

## **8. INSURANCE**

- 8.1 Insurance coverage shall be maintained pursuant to Section 21 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

## **9. MECHANICS LIENS**

- 9.1 If any mechanics lien or other liens shall be filed against property owned by either Party (BellSouth or Supra Telecom), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which

may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **10. INSPECTIONS**

- 10.1 BellSouth shall conduct an inspection of Supra Telecom's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Supra Telecom's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Supra Telecom adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Supra Telecom with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth. If, as a result of the inspection by BellSouth, Supra Telecom is found to be in non-compliance with the terms and conditions of this section, Supra Telecom must modify its installation to achieve compliance.

## **11. SECURITY AND SAFETY REQUIREMENTS**

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements that BellSouth will maintain at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Attachment 4, or authorized agents of Supra Telecom will be permitted in the BellSouth Premises. Supra Telecom shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and Supra Telecom's name. BellSouth reserves the right to remove from its Premises any employee or agent of Supra Telecom not possessing identification issued by Supra Telecom. Supra Telecom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Supra Telecom shall be solely responsible for ensuring that any Guest of Supra Telecom is in compliance with all subsections of this Section 11.
- 11.2 Supra Telecom will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered for work on the

BellSouth Premises, for the states/counties where the Supra Telecom employee or agent has worked and lived for the past two years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

- 11.3 Supra Telecom will administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth or meeting criteria defined by BellSouth.
- 11.4 Supra Telecom shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Supra Telecom shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Supra Telecom personnel who have been identified to have misdemeanor convictions. Notwithstanding the foregoing, in the event that Supra Telecom chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Supra Telecom may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.5 For each Supra Telecom employee or agent requiring access to a BellSouth Premises pursuant to this agreement, Supra Telecom shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee or agent. If the employee's or agent's criminal history includes misdemeanor convictions, Supra Telecom will disclose the nature of the convictions to BellSouth at that time. In the alternative, Supra Telecom may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.6 At BellSouth's request, Supra Telecom shall promptly remove from the BellSouth Premises any employee or agent of Supra Telecom's BellSouth does not wish to grant access to its Premises pursuant to any investigation conducted by BellSouth.
- 11.7 Notification to BellSouth. BST reserves the right to interview Supra Telecom's employees, agents, or contractors in the event of



wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Supra Telecom's Security contact of such interview and arranges for Supra Telecom's Security personnel to participate. Supra Telecom and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Supra Telecom's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Supra Telecom for all reasonable costs associated with investigations involving its employees, agents or contractors if it is established and mutually agreed in good faith that Supra Telecom's employees, agents or contractors are responsible for the alleged act. BellSouth shall bill Supra Telecom for BellSouth property which is stolen or damaged where an investigation determines the culpability of Supra Telecom's employees, agents or contractors and where Supra Telecom agrees, in good faith, with the results of such investigation. Supra Telecom shall notify BellSouth in writing immediately in the event that Supra Telecom discovers one of its employees or agents already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee or agent found to have violated the security and safety requirements of this section. Supra Telecom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 11.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards), will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees or agents.

- 11.11 BellSouth shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.
- 11.12 BellSouth shall exercise the same level of care it provides to itself to prevent harm or damage to Supra Telecom, its employees, agents or end users, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of Supra Telecom property located within BellSouth Premises including, but not limited to:
- 11.12.1 Agreeing not to use card access readers and devices that use cards that are encoded identically or mechanized coded locks on external doors or on internal doors to spaces that house Supra Telecom equipment.
- 11.12.2 Insure that the area that houses Supra Telecom's equipment is adequately secured and monitored to prevent unauthorized entry.
- 11.12.3 Assuring that the physical security and the means of ingress and admission to spaces that house Supra Telecom equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth admissions practices.
- 11.12.4 Installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces that contain or house Supra Telecom equipment or equipment enclosures.
- 11.12.5 Controlling access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces that contain or house Supra Telecom equipment or equipment enclosures.
- 11.12.6 BellSouth will provide notification to designated personnel of an actual or attempted security breach of Supra Telecom's Collocation Space, upon BellSouth discovery of such breach.
- 12. NOTIFICATION OF SERVICE AFFECTING ACTIVITY WITHIN THE BELLSOUTH PREMISES**
- 12.1 BellSouth shall provide Supra Telecom with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that may directly affect the Collocation Space occupied by Supra Telecom or

that is directly related to Supra Telecom circuits that support Supra Telecom equipment. BellSouth will inform Supra Telecom by telephone of any emergency-related activity that BellSouth or its subcontractors may be performing that may directly affect the Collocation Space occupied by Supra Telecom or that is directly related to Supra Telecom circuits that support Supra Telecom equipment. Notification of any emergency-related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. To the extent that the Emergency Notification Process requires BellSouth to incur additional costs, Supra Telecom shall reimburse BellSouth for such costs. The ACAC (Access Carrier Advocacy Center) shall be the single point of contact on all matters pertaining to the following areas:

- Equipment or Central Office Engineering
- Outside Plant Engineering
- Physical & Logical Security
- Provisioning
- Maintenance
- Billing
- Operations
- Site and Building Managers
- Environmental and Safety

### **13. DESTRUCTION OF COLLOCATION SPACE**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Supra Telecom's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment, only with respect to the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If a Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Supra Telecom's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Supra Telecom, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and

causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Supra Telecom may, at its own expense, accelerate the rebuild of its Collocation Space and equipment, provided however, that a BellSouth Certified Vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Supra Telecom's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Supra Telecom. Where allowed and where practical, Supra Telecom may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where a damaged Collocation Space shall be rebuilt or repaired, Supra Telecom shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of such damaged Collocation Space for Supra Telecom's permitted use, until such Collocation Space is fully repaired and restored and Supra Telecom's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Supra Telecom has placed an Adjacent Arrangement pursuant to Section 3.4 of this Attachment 4, Supra Telecom shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

#### **14. EMINENT DOMAIN**

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate only with respect to such taken Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for such taken Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Supra Telecom shall each have the right to terminate this Attachment only with respect to such part of the Collocation Space or Adjacent Arrangement taken and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

#### **15. RELOCATION OF SUPRA TELECOM'S EQUIPMENT**

15.1 Except as otherwise stated in this Attachment, BellSouth shall use its best efforts to prevent Supra Telecom from having to relocate its equipment during the term of this Agreement. If Supra Telecom, at BellSouth's request, agrees to relocate its equipment, then BellSouth shall reimburse Supra Telecom for any and all costs reasonably associated with such relocation.

**16. NONEXCLUSIVITY**

16.1 Supra Telecom understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis in accordance with the procedures established in this Attachment of obtaining Collocation Space.

COLLOCATION - Florida										Attachment: 4		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>PHYSICAL COLLOCATION</b>																						
	Physical Collocation - Application Fee - Initial			CLO	PE1BA	2,597.00			1.01													
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA	2,236.00																
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	288.93																
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38																
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.96																
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	92.55																
	Physical Collocation - Cable Installation per Cable			CLO	PE1BD	1,750.00			45.16													
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.86																
	Physical Collocation - Cable Support Structure			CLO	PE1PM	18.96																
	Physical Collocation - Power, per Fused Amp			CLO	PE1PL	7.80																
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR	399.43																
	Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.56																
	Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.14																
	Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.70																
	Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.57																
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UD	PE1P2	0.0276	8.22	7.22	5.74	4.58												
	Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.0552	8.42	7.36	5.90	4.66												
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W	PE1P1	1.32	27.77	15.52	5.93	4.77												
	Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	16.81	25.48	14.05	7.77	5.01												
	Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.34	41.94	30.52	13.91	11.16												
	Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.92	51.30	39.87	18.29	15.54												
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	189.45																
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.58																
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0105																
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0577	55.80															
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.65															
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.75															
	Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		26.30															
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		26.30															
	Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,159.00															
	Collocation Cable Records - per request	I		CLO	PE1CR		1,525.00	980.22	267.08	267.08												
	Collocation Cable Records - VG/DSO Cable, per cable record	I		CLO	PE1CD		656.50	656.50	379.78	267.08												
	Collocation Cable Records - VG/DSO Cable, per each 100 pair	I		CLO	PE1CO		9.66	9.66	11.84	11.84												
	Collocation Cable Records - DS1, per T1TIE	I		CLO	PE1C1		4.52	4.52	5.54	5.54												
	Collocation Cable Records - DS3, per T3TIE	I		CLO	PE1C3		15.82	15.82	19.40	19.40												
	Collocation Cable Records - Fiber Cable, per 99 fiber records	I		CLO	PE1CB		169.67	169.67	154.89	154.89												
	Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		10.89															
	Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		13.64															
	Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		16.40															

COLLOCATION - Florida										Attachment: 4		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.99	21.54														
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.27	27.82														
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.55	34.10														
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO	PE1ES	0.0028																
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO	PE1DS	0.0041																
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		535.54															
<b>ADJACENT COLLOCATION</b>																						
	Adjacent Collocation - Space Charge per Sq. Ft.	I		CLOAC	PE1JA	0.1635																
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.	I		CLOAC	PE1JC	5.11																
	Adjacent Collocation - 2-Wire Cross-Connects	I		CLOAC	PE1P2	0.0213	24.68	23.69	11.77	23.79												
	Adjacent Collocation - 4-Wire Cross-Connects	I		UEA,UHL,UDL,UCL,C	PE1P4	0.0426	24.88	23.83	12.04	10.80												
	Adjacent Collocation - DS1 Cross-Connects	I		USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91												
	Adjacent Collocation - DS3 Cross-Connects	I		CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15												
	Adjacent Collocation - 2-Fiber Cross-Connect	I		CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16												
	Adjacent Collocation - 4-Fiber Cross-Connect	I		CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54												
	Adjacent Collocation - Application Fee	I		CLOAC	PE1JB		2,785.00		1.01													
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLOAC	PE1FB	5.38																
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLOAC	PE1FD	10.77																
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLOAC	PE1FE	16.15																
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLOAC	PE1FG	37.30																
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1PM	18.96																
<b>PHYSICAL COLLOCATION IN THE REMOTE SITE</b>																						
	Physical Collocation in the Remote Site - Application Fee	I		CLORS	PE1RA		617.91		328.81													
	Cabinet Space in the Remote Site per Bay/ Rack	I		CLORS	PE1RB	219.49																
	Physical Collocation in the Remote Site - Security Access - Key	I		CLORS	PE1RD		26.30															
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested	I		CLORS	PE1SR		232.69															
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested	I		CLORS	PE1RE		75.41															
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.51															
<b>PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT</b>																						
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27																
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62														
<b>NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.</b>																						

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### 1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Supra Telecom agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and Supra Telecom shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Supra Telecom should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Supra Telecom to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Supra Telecom will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Supra Telecom space with proper notification. BellSouth reserves the right to stop any Supra Telecom work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Supra Telecom are owned by Supra Telecom. Supra Telecom will indemnify BellSouth for claims, lawsuits or

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damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Supra Telecom or different hazardous materials used by Supra Telecom at BellSouth Facility. Supra Telecom must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Supra Telecom to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Supra Telecom will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Supra Telecom will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Supra Telecom must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Supra Telecom shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Supra Telecom agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Supra Telecom further agrees to cooperate with BellSouth to ensure that Supra Telecom's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Supra Telecom, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

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2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4  Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4  Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste  Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O

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Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance  Manhole entry requirements  EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

### 3. **DEFINITIONS**

**Generator.** Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

**Hazardous Chemical.** As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

**Hazardous Waste.** As defined in section 1004 of RCRA.

**Imminent Danger.** Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

**Spill or Release.** As defined in Section 101 of CERCLA.

### 4. **ACRONYMS**

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DEC/LDEC - Department Environmental Coordinator/Local Department  
Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

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**Exhibit C**

**Remote Site Physical Collocation**

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**BELLSOUTH  
REMOTE SITE PHYSICAL COLLOCATION**

**1. SCOPE OF ATTACHMENT**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Supra Telecom is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to Supra Telecom Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow Supra Telecom to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Supra Telecom and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.
- 1.3 **Space Reservation.**
- 1.3.1 In all states other than Florida, the number of racks/bays specified by Supra Telecom may contemplate a request for space sufficient to accommodate Supra Telecom's growth within a two year period.
- 1.3.2 In the state of Florida, the number of racks/bays specified by Supra Telecom may contemplate a request for space sufficient to accommodate Supra Telecom's growth within an eighteen (18) month period.
- 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise

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controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies Supra Telecom that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Supra Telecom's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Supra Telecom. Supra Telecom agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Supra Telecom. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for Supra Telecom as above, Supra Telecom shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Supra Telecom in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Supra Telecom will be responsible for any justification of unutilized space within its Remote Collocation Space, if the appropriate state commission requires such justification.
- 1.6 Use of Space. Supra Telecom shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Supra Telecom's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. Supra Telecom agrees to pay the rates and charges identified in Exhibit A of Attachment 4 of this Agreement.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances,

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regulations and codes in the performance of their obligations hereunder.

## **2. SPACE AVAILABILITY REPORT**

- 2.1 Space Availability Report. Upon request from Supra Telecom, BellSouth will provide a written report (“Space Availability Report”), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.
- 2.1.1 The request from Supra Telecom for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving central office. The CLLI code information for the serving central office is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If Supra Telecom is unable to obtain the CLLI code from, for example, a site visit to the remote site, Supra Telecom may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Supra Telecom should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Supra Telecom should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Supra Telecom and inform Supra Telecom of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide Supra Telecom with the following information concerning BellSouth’s remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier

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serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

- 2.3 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Supra Telecom request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by Supra Telecom, up to a maximum of thirty (30) wire centers per Supra Telecom request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) Supra Telecom agrees to pay the costs incurred by BellSouth in providing the information.

### **3. COLLOCATION OPTIONS**

- 3.1 Cageless. BellSouth shall allow Supra Telecom to collocate Supra Telecom's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Supra Telecom to have direct access to Supra Telecom's equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Supra Telecom's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Supra Telecom must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant.
- 3.2 Caged. At Supra Telecom's expense, Supra Telecom may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Supra Telecom's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Supra Telecom and provide, at Supra Telecom's expense, the documentation, including existing building

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architectural drawings, enclosure drawings, and specifications required and necessary for Supra Telecom to obtain the zoning, permits and/or other licenses. Supra Telecom's Certified Supplier shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Supra Telecom's Certified Supplier. Supra Telecom must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Supra Telecom's locked enclosure prior to notifying Supra Telecom. Upon request, BellSouth shall construct the enclosure for Supra Telecom.

- 3.2.1 BellSouth may elect to review Supra Telecom's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Supra Telecom indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Supra Telecom has indicated their desire to construct their own enclosure. If Supra Telecom's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Supra Telecom's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Supra Telecom to remove or correct within seven (7) calendar days at Supra Telecom's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Collocation. Supra Telecom may allow other telecommunications carriers to share Supra Telecom's Remote Collocation Space pursuant to terms and conditions agreed to by Supra Telecom ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Supra Telecom shall notify BellSouth in writing upon execution of

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any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Supra Telecom that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Supra Telecom.

- 3.3.1 Supra Telecom, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Supra Telecom with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Supra Telecom shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit A of Attachment 4 to this Agreement, which will be charged to the Host.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Supra Telecom shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Supra Telecom's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation

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arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Supra Telecom and in conformance with BellSouth's design and construction specifications. Further, Supra Telecom shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

- 3.4.1 Should Supra Telecom elect Adjacent Collocation, Supra Telecom must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Supra Telecom and Supra Telecom's Certified Supplier must comply with local building code requirements. Supra Telecom's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Supra Telecom's Certified Supplier shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Supra Telecom's Certified Supplier. Supra Telecom must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Supra Telecom's locked enclosure prior to notifying Supra Telecom.
- 3.4.2 Supra Telecom must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Supra Telecom's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Supra Telecom to remove or correct within seven (7) calendar days at Supra Telecom's expense any structure that does not meet these plans and specifications.

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- 3.4.3 Supra Telecom shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (“HVAC”), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Supra Telecom’s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Supra Telecom’s Certified Supplier shall be responsible, at Supra Telecom’s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Supra Telecom to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall Supra Telecom use the Collocation Space for the sole or primary purpose of cross connecting to other CLECs.
- 3.5.1 The CCXC shall be provisioned through facilities owned by Supra Telecom. Such connections to other carriers may be made using either optical or electrical facilities. Supra Telecom may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Supra Telecom may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Supra Telecom is responsible for ensuring the integrity of the signal.
- 3.5.2 Supra Telecom shall be responsible for obtaining authorization from the other CLEC(s) involved. Supra Telecom must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Supra Telecom-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Supra Telecom may have the option of constructing its own dedicated support structure.
- 3.5.3 To order CCXCs Supra Telecom must submit an Initial Application or Subsequent Application. If no modification to the Collocation

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Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit A of Attachment 4 to this Agreement, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply.

**4. OCCUPANCY**

4.1 Occupancy. BellSouth will notify Supra Telecom in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). Supra Telecom will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Supra Telecom that Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that Supra Telecom fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Supra Telecom and billing will commence on the sixteenth day after BellSouth releases the Remote Collocation Space. Supra Telecom must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Supra Telecom's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Supra Telecom may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Supra Telecom's right to occupy the Remote Collocation Space in the event Supra Telecom fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, Supra Telecom at its expense shall remove its equipment and other property from the Remote Collocation Space. Supra Telecom shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Supra Telecom's Guests, unless Supra Telecom's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Supra Telecom shall continue payment of monthly

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fees to BellSouth until such date as Supra Telecom, and if applicable Supra Telecom's Guest has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Supra Telecom or Supra Telecom's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Supra Telecom or Supra Telecom's Guest at Supra Telecom's expense and with no liability for damage or injury to Supra Telecom or Supra Telecom's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Supra Telecom's right to occupy Remote Collocation Space, Supra Telecom shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Supra Telecom except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts Supra Telecom's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. Supra Telecom shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

## **5. USE OF REMOTE COLLOCATION SPACE**

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested

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equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1 and equipment design spatial requirements per GR-63-CORE, Section 2, requirement numbers 3, 23, 25 and 34. Cageless collocation arrangements must additionally meet GR-63-CORE, Section 2, requirement numbers 1, 2, 5, 6, 15, 17, 19, 20, 21 and 26. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Supra Telecom's failure to comply with this Section.
- 5.1.2.1 All Supra Telecom equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Supra Telecom shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Supra Telecom shall place a plaque or other identification affixed to Supra Telecom's equipment to identify Supra Telecom's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Supra Telecom may elect to place Supra Telecom-owned or Supra Telecom-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Supra Telecom will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder

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Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Supra Telecom must contact BellSouth for instructions prior to placing the entrance facility cable. Supra Telecom is responsible for maintenance of the entrance facilities.

- 5.4.1 Shared Use. Supra Telecom may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Supra Telecom's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit A of Attachment 4 to this Agreement will apply. If Supra Telecom desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Supra Telecom's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Supra Telecom or its agent must perform all required maintenance to Supra Telecom equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 Supra Telecom's Equipment and Facilities. Supra Telecom, or if required by this Attachment, Supra Telecom's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Supra Telecom which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Supra Telecom and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.8 Access. Pursuant to Section 12, Supra Telecom shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Supra Telecom agrees to provide the name and social security number or date of birth or driver's license

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number of each employee, contractor, or agents of Supra Telecom or Supra Telecom's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Supra Telecom and returned to BellSouth Access Management within fifteen (15) calendar days of Supra Telecom's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Supra Telecom agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Supra Telecom employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Supra Telecom or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.8.1 BellSouth will permit one accompanied site visit to Supra Telecom's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Supra Telecom. Supra Telecom must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Supra Telecom desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Supra Telecom may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Supra Telecom desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Supra Telecom to access the Remote Collocation Space accompanied by a security escort at Supra Telecom's expense. Supra Telecom must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Supra Telecom shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Supra Telecom shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Supra Telecom shall not use any product or

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service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Supra Telecom violates the provisions of this paragraph, BellSouth shall give written notice to Supra Telecom, which notice shall direct Supra Telecom to cure the violation within forty-eight (48) hours of Supra Telecom's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Supra Telecom fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Supra Telecom's equipment. BellSouth will endeavor, but is not required, to provide notice to Supra Telecom prior to taking such action and shall have no liability to Supra Telecom for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Supra Telecom fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Supra Telecom or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable

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information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Supra Telecom shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.11 Personalty and its Removal. Facilities and equipment placed by Supra Telecom in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Supra Telecom at any time. Any damage caused to the Remote Collocation Space by Supra Telecom's employees, agents or representatives shall be promptly repaired by Supra Telecom at its expense.
- 5.12 Alterations. In no case shall Supra Telecom or any person acting on behalf of Supra Telecom make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by Supra Telecom. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee.
- 5.13 Upkeep of Remote Collocation Space. Supra Telecom shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Supra Telecom shall be responsible for removing any Supra Telecom debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.
- 6. ORDERING AND PREPARATION OF COLLOCATION SPACE**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Supra Telecom and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of

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this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 Initial Application. For Supra Telecom or Supra Telecom's Guest(s) initial equipment placement, Supra Telecom shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application In the event Supra Telecom or Supra Telecom's Guest(s) desires to modify the use of the Remote Collocation Space after Bona Fide Firm Order, Supra Telecom shall complete an application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by Supra Telecom in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Application Fee for Subsequent Application. The application fee paid by Supra Telecom for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit A of Attachment 4 – Collocation of this Agreement. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information.
- 6.4 Availability of Space. Upon submission of an application, BellSouth will permit Supra Telecom to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Supra Telecom of the amount that is available.

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6.5 **Space Availability Notification**

- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Supra Telecom of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Supra Telecom or differently configured, Supra Telecom must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by Supra Telecom or differently configured, Supra Telecom must amend its application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.6 Denial of Application. If BellSouth notifies Supra Telecom that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Supra Telecom that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Supra Telecom, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of

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the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Supra Telecom to inspect any plans or diagrams that BellSouth provides to the Commission.

- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, Supra Telecom must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Supra Telecom has originally requested caged collocation space and cageless collocation space becomes available, Supra Telecom may refuse such space and notify BellSouth in writing within that time that Supra Telecom wants to maintain its place on the waiting list without accepting such space. Supra Telecom may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Supra Telecom does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove

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Supra Telecom from the waiting list. Upon request, BellSouth will advise Supra Telecom as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable Supra Telecom to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Supra Telecom submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Supra Telecom or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge Supra Telecom a full application fee as set forth in Exhibit A of Attachment 4 of this Agreement.
- 6.12 Bona Fide Firm Order.
- 6.12.1 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Supra Telecom shall indicate its intent to

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proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Supra Telecom's Bona Fide application or the application will expire.

- 6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Supra Telecom's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

## **7. CONSTRUCTION AND PROVISIONING**

### **7.1 Construction and Provisioning Intervals.**

- 7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Supra Telecom cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Supra Telecom with the estimated completion date in its Response.

- 7.3 Joint Planning. Joint planning between BellSouth and Supra Telecom will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order.

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BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Supra Telecom during joint planning.

- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk Through. Supra Telecom will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Supra Telecom that the collocation space is ready for occupancy ("Space Ready Date"). In the event that Supra Telecom fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Supra Telecom. BellSouth will correct any deviations to Supra Telecom's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. Supra Telecom shall select a supplier which has been approved by BellSouth to perform all engineering and installation work. Supra Telecom and Supra Telecom's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Supra Telecom must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Supra Telecom with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Supra Telecom's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Supra Telecom upon successful completion of installation. The BellSouth Certified Supplier shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Supra Telecom or any supplier proposed by Supra Telecom. All work performed by or for Supra Telecom shall conform to generally accepted industry guidelines and standards.

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- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Supra Telecom shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Supra Telecom's Remote Collocation Space. Upon request, BellSouth will provide Supra Telecom with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Supra Telecom. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, Supra Telecom may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Supra Telecom, such information will be provided to Supra Telecom in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Supra Telecom within one hundred eighty 180 calendar days of BellSouth's written denial of Supra Telecom's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Supra Telecom was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then Supra Telecom may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Supra Telecom must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.9 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation

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arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit A of Attachment 4 of this Agreement. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.

- 7.9.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.10 Cancellation. If, at any time prior to space acceptance, Supra Telecom cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Supra Telecom cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill Supra Telecom for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. Supra Telecom, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit B of Attachment 4 to this Agreement.

## **8. RATES AND CHARGES**

- 8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Supra Telecom's current billing cycle and is non-refundable.

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- 8.2            Space Preparation
- 8.2.1        Recurring Charges. Recurring charges begin on the date that Supra Telecom executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the Space Ready Date, whichever is first. If Supra Telecom fails to schedule and complete a walkthrough within fifteen (15) calendar days after BellSouth releases the space for occupancy, then BellSouth shall begin billing Supra Telecom for recurring charges as of the sixteenth day after the Space Ready Date.
- 8.2.2        Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Supra Telecom's equipment. Supra Telecom shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.3            Power. BellSouth shall make available -48 Volt (-48V) DC power for Supra Telecom's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Supra Telecom's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Supra Telecom's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.
- 8.3.1        Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Supra Telecom's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Supra Telecom's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A of Attachment 4 of this Agreement. AC power voltage and phase ratings shall be determined on a per location basis. At Supra Telecom's option, Supra Telecom may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

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8.4 Security Escort. A security escort will be required whenever Supra Telecom or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A of Attachment 4 of this Agreement beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Supra Telecom shall pay for such half-hour charges in the event Supra Telecom fails to show up.

8.5 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

## 9. **INSURANCE**

9.1 Supra Telecom shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 Supra Telecom shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Supra Telecom's real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 Supra Telecom may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

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- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to Supra Telecom to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Supra Telecom shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all Supra Telecom's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Supra Telecom fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Supra Telecom.
- 9.5 Supra Telecom shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Supra Telecom shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Supra Telecom's insurance company. Supra Telecom shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 9.6 Supra Telecom must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Supra Telecom's net worth exceeds five hundred million dollars (\$500,000,000), Supra Telecom may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Supra Telecom shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Supra Telecom in the event that self-insurance status is not granted to Supra Telecom. If

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BellSouth approves Supra Telecom for self-insurance, Supra Telecom shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Supra Telecom's corporate officers. The ability to self-insure shall continue so long as Supra Telecom meets all of the requirements of this Section. If the Supra Telecom subsequently no longer satisfies this Section, Supra Telecom is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.

- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Supra Telecom to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

## **10. MECHANICS LIENS**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Supra Telecom), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **11. INSPECTIONS**

- 11.1 BellSouth may conduct an inspection of Supra Telecom's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Supra Telecom's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Supra Telecom adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Supra Telecom with a

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minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## **12. SECURITY AND SAFETY REQUIREMENTS**

- 12.1 Unless otherwise specified, Supra Telecom will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Supra Telecom employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Supra Telecom employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Supra Telecom shall not be required to perform this investigation if an affiliated company of Supra Telecom has performed an investigation of the Supra Telecom employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Supra Telecom has performed a pre-employment statewide investigation of criminal history records of the Supra Telecom employee for the states/counties where the Supra Telecom employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Supra Telecom will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Supra Telecom shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Supra Telecom's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Supra Telecom not possessing identification issued by Supra Telecom or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Supra Telecom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Supra Telecom shall be solely responsible for ensuring that any Guest of Supra Telecom is in compliance with all subsections of this Section 12.
- 12.4 Supra Telecom shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions.

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Supra Telecom shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Supra Telecom personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Supra Telecom chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Supra Telecom may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 Supra Telecom shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Supra Telecom shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former contractor of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Supra Telecom employee or agent hired by Supra Telecom within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, Supra Telecom shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Supra Telecom will disclose the nature of the convictions to BellSouth at that time. In the alternative, Supra Telecom may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Supra Telecom employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Supra Telecom shall furnish BellSouth, prior to an employee gaining such

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access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, Supra Telecom shall promptly remove from BellSouth's Remote Site Location any employee of Supra Telecom BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Supra Telecom is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Supra Telecom's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Supra Telecom's Security contact of such interview. Supra Telecom and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Supra Telecom's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Supra Telecom for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Supra Telecom's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Supra Telecom for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Supra Telecom's employees, agents, or contractors and where Supra Telecom agrees, in good faith, with the results of such investigation. Supra Telecom shall notify BellSouth in writing immediately in the event that the Supra Telecom discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. Supra Telecom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be

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strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**13. DESTRUCTION OF REMOTE COLLOCATION SPACE**

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Supra Telecom's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Supra Telecom's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Supra Telecom, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Supra Telecom may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Supra Telecom's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Supra Telecom. Where allowed and where practical, Supra Telecom may erect a temporary facility while BellSouth rebuilds or makes repairs. In all

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cases where the Remote Collocation Space shall be rebuilt or repaired, Supra Telecom shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Supra Telecom's permitted use, until such Remote Collocation Space is fully repaired and restored and Supra Telecom's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where Supra Telecom has placed a Remote Site Adjacent Arrangement pursuant to Section 3, Supra Telecom shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

**14. EMINENT DOMAIN**

14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and Supra Telecom shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

**15. NONEXCLUSIVITY**

15.1 Supra Telecom understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

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**ATTACHMENT 5**

**ACCESS TO NUMBERS  
AND  
NUMBER PORTABILITY**

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## **ACCESS TO NUMBERS and NUMBER PORTABILITY**

### **1. Non-Discriminatory Access to Telephone Numbers**

- 1.1 During the term of this Agreement, Supra Telecom shall contact NeuStar for the assignment of numbering resources. In order to be assigned a Central Office Code, Supra Telecom will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by Supra Telecom, BellSouth will provide Supra Telecom with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Supra Telecom acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code ("CLLIC") and in such instances BellSouth may request that Supra Telecom cancel all or a portion of its reservations of numbers. Supra Telecom's consent to such request shall not be unreasonably withheld.
- 1.3 Further, upon Supra Telecom request and for the purposes of the resale of BellSouth's telecommunications services by Supra Telecom, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Supra Telecom's sole use. Such telephone number reservations shall be transmitted to Supra Telecom via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Supra Telecom acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Supra Telecom's reasonable need in that particular CLLIC.

### **2. Permanent Number Portability**

- 2.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number portability and BellSouth is working to implement Permanent Number Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, interim

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Service Provider Number Portability (“SPNP”) is available pursuant to Section 3 of this Attachment 5.

- 2.2 BellSouth and Supra Telecom will adhere to the process flows and cutover guidelines outlined in “The Local Number Portability Ordering Guide for CLECs,” Issue 1b, dated October 10, 1999, attached as Exhibit A to this Attachment 5.
- 2.2.1 BellSouth and Supra Telecom will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.
- 2.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.
- 2.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.2.4 BellSouth will provide ordering support for Supra Telecom’s PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 7, incorporated herein by this reference. Ordering and provisioning support required by Supra Telecom outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, Supra Telecom may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to Supra Telecom 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.
- 2.2.5 Supra Telecom will provide ordering support for BellSouth’s PNP requests Monday through Friday, 8:00 a.m. until 5:00 p.m. MST.
- 2.2.6 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

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- 2.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.
- 2.4 Supra Telecom may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.
- 2.5 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to Supra Telecom where Supra Telecom is a subscriber to local switching or where Supra Telecom is a reseller of BellSouth telecommunications services. This charge will not be discounted.
- 2.6 **LRN-LNP employs an "N-1" Query Methodology**
- 2.6.1 For interLATA or intraLATA toll calls the originating carrier will pass the call to the appropriate toll carrier who will perform the LNP query. In this situation, the toll carrier is the N-1 carrier.
- 2.6.2 For a local call to a ported number, BellSouth or Supra Telecom, as the originating carrier, will be the N-1 carrier. The N-1 carrier will perform an external database query and pass the call to the appropriate terminating carrier.
- 2.6.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP, neither Party will charge a query charge to the other Party when the other Party is the N-1 carrier.
- 2.6.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. Parties are not obligated to perform the LNP-PNP query prior to the first port in an NXX.
- 2.6.5 On calls originating from a Party's network, the Party will populate, in the SS7 Initial Address Message, if technically feasible, the Jurisdiction Information Parameter ("JIP") with the first six digits of the

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ten digit Location Routing Number (“LRN”) in accordance with the applicable industry technical standards.

**2.7 SMS Administration**

2.7.1 Supra Telecom and BellSouth will adhere to the Number Portability Administration Center (“NPAC”) Service Management System (“SMS”) Functional Requirements Specification (“FRS”) as described in the NANC-FRS-Number Portability Administration Center–SMS, Version 1.1, dated May 5, 1997, as required in FCC Order No. 97-289, released August 18, 1997, or as further required by the FCC in future proceedings.

**2.8 Project Management Guidelines for PNP**

2.8.1 BellSouth will project manage a PNP order from Supra Telecom if it meets one or more of the following criteria:

- 51 + telephone numbers on basic service;
- 15 + loops;
- telephone numbers associated with a complex class of service.

2.8.2 As used herein, the term “Project Manage” means that the Parties shall negotiate implementation details, including but not limited to, due dates, cut-over intervals and times, coordination of technical resources and completion notices.

**2.9 Excluded Numbers**

2.9.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

**2.10 Mass Calling Numbers/Choke Networks**

2.10.1 Mass Call Numbers will not be ported with LRN (i.e., there will be no database queries made for mass call number NXX’s associated with choke networks). Until the FCC has adopted a standard for porting mass call numbers, the Parties will work cooperatively with each other to direct calls to the mass calling network using arrangements that are economical and efficient for both Parties.

**2.11 Operator Services, Line Information Database (“LIDB”) and Directory Assistance**

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- 2.11.1 If Operator Services, LIDB and Directory Assistance services are provided pursuant to this Agreement, they shall also apply when PNP is in place.
- 2.12 If Integrated Services Digital Network User Part ("ISUP") signaling is used, BellSouth and Supra Telecom shall provide, if technically feasible, the Jurisdiction Information Parameter ("JIP") in the SS7 Initial Address Message ("IAM") in accordance with applicable industry standard technical references.

### 2.13 **Porting of PNP DID Block Numbers**

- 2.13.1 BellSouth and Supra Telecom shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. BellSouth and Supra Telecom shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.

## 3. **Service Provider Number Portability**

- 3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

- 3.2 Methods of Providing Number Portability. SPNP is available on a per telephone number basis through either remote call forwarding ("SPNP-RCF"), LERG reassignments (SPNP-LERG), direct inward dialing trunks (SPNP-DID), or route indexing (SPNP-RI) at the election of the Party requesting SPNP.

## 4. **SPNP Implementation**

- 4.1 SPNP is available only where Supra Telecom or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a

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particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

- 4.2 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis.
- 4.3 The calling party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls an individual end user account level. The billable detail will be delivered to the requesting Party pursuant to the terms and conditions contained within Attachment 6, incorporated herein by this reference.
- 4.4 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

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- 4.5 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.6 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.
- 4.7 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- 4.8 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.
- 4.9 If SPNP is deployed by either Party and prior to conversion to PNP:
- 4.9.1 If requested by either Party, the other Party shall provide Emergency Interrupt ("EI") trunks to the requesting Party's End Office for Busy Line Verification/Busy Line Interrupt ("BLV/BLI") call requests for lines that terminate at the requesting Party's End Office;

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- 4.9.2 When a BLV/BLI request for a ported number is directed to one Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator;
- 4.9.3 BellSouth shall remove from its LIDB all existing BellSouth issued Telephone Line Number ("TLN")-based card numbers when a customer ports its number to the Supra Telecom;
- 4.9.4 Where BellSouth has control of directory listings and/or directory assistance for NXX codes containing ported numbers, BellSouth shall process the requests for directory listings and Directory Assistance entries as specified by Supra Telecom on the appropriate service request.
- 4.9.5 Supra Telecom shall have the right to use the existing BellSouth 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under SPNP, the Parties agree that all ported numbers will remain in the Public Service Answering Points ("PSAP") routing databases. When remote call forwarding ("RCF") is used, both the ported numbers and shadow numbers for a Party's ported subscribers shall be stored in PSAP databases. Either Party shall have the right to verify the accuracy of the information in the PSAP databases.
- 4.9.6 Cutover intervals for SPNP provided to Supra Telecom end users will be at parity with the intervals experienced by BellSouth end users, BellSouth itself, or any other CLEC, in accordance with the Performance Measurements in Attachment 9, incorporated herein by this reference.
- 4.10 SPNP-RCF, as contemplated by this Attachment 5, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by Supra Telecom or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths are available and rates are set forth in Exhibit B.

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- 4.11 SPNP-DID service, as contemplated by this Attachment 5, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service.
- 4.11.1 A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method.
- 4.11.2 SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes.
- 4.11.3 Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities.
- 4.11.4 SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped.
- 4.11.5 Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service.
- 4.11.6 Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.
- 4.11.7 Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

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4.11.8 BellSouth and Supra Telecom shall offer number portability to customers for any portion of existing DID block without being required to port the entire block of DID numbers. BellSouth and Supra Telecom shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth's end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.

4.11.9 SPNP-DID is available from BellSouth on a per DS1 or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable rates are set forth in Exhibit B to this Attachment 5.

4.12 **Route Indexing**

4.12.1 Route Indexing ("RI") may take two forms: Route Index-Portability Hub ("RI-PH") or Directory Number-Route Index ("DN-RI").

4.12.2 RI-PH will route a dialed call to the first Party's (Party A's) switch associated with the NXX of the dialed number. Party A's switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to the other Party (Party B) as the local service provider. The prefixed dialed number is transmitted to Party A's tandem switch to which the Party B is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to Party B's switch so the routing of the call can be completed by Party B.

4.12.3 DN-RI is a form of RI-PH that requires direct trunking from BellSouth's switch where the ported number was originally assigned to the Supra Telecom switch where the number has been ported. The BellSouth switch shall send without a prefix the originally dialed number to Supra Telecom's switch.

4.12.4 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as the other Party designates. Where technically feasible, Supra Telecom may designate both methods so that calls to ported numbers are first directed to Supra Telecom's switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

4.12.5 For both RI-PH and DN-RI the trunks used may, at Supra Telecom's option, be the same as those used for exchange of other local traffic with the other Party if technically feasible. At either Party's option, the

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trunks shall employ SS7 or in band signaling and may be one way or two way.

**5. LERG Reassignment**

5.1 BellSouth and Supra Telecom will mutually agree, on a case by case basis, when an entire NXX is to be reassigned using LERG reassignment. Both parties will work cooperatively to coordinate and complete the transfer prior to the date on which LERG changes become effective using processes and intervals agreed to by both Parties.

**6. Rates**

6.1 Rates for SPNP are set out in Exhibit B to this Attachment 5, incorporated herein by this reference. If no rate is identified in this Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

6.2 Rates for the interfaces to access Operations Support Systems functions shall be as set forth in Exhibit A of Attachment 2, incorporated herein by this reference.

**7. Transition to Permanent Number Portability**

7.1 Once PNP is implemented in an end office, with advance written notice, both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office serving the telephone number. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

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**Attachment 5**  
**Exhibit A**  
**The Local Number Portability Ordering Guide for CLECs**

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# **Local Number Portability Ordering Guide for CLECs**

## **Network & Carrier Services**

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October 1999

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## Introduction

### Purpose

This document contains information on Local Number Portability for CLECs interested in ordering this service from BellSouth. The Guide is intended to increase the CLEC's understanding of LNP Order Process at BellSouth; to provide guidelines for LSR completion; and to offer information on critical success factors for LSR submission.

This guide is intended to be used as a supplement to, not a replacement for, the **BellSouth Ordering Guide for CLECs** and the **LEO Implementation Guide**, which are available on-line through the BellSouth Interconnection website at: <http://www.interconnection.bellsouth.com/guides/guides.html>

### Information resources reviewed for this guide include, but are not limited to:

- BellSouth CLEC Interconnections Web Site
- BellSouth Interconnection Services Ordering Guide for CLECs
- BellSouth LNP Documentation
- North American Numbering Council (NANC) Architecture and Administrative Plan for Local Number Portability
- North American Numbering Council (NANC) Inter-Service Provider LNP Operations Flows
- [www.fcc.gov](http://www.fcc.gov)
- [www.npac.com/home.htm](http://www.npac.com/home.htm)
- [www.ported.com](http://www.ported.com)

### Version Information

**Table A Revision History**

Chapter	Action Request #	Date/Issue	Description
Various	N/A	October 1999/ 1b	General Revision
Various	N / A	April 2, 1999 / 1a	General Revisions
All	N / A	March, 1999 / 1	First Issue





## 1. Introduction to Local Number Portability

### 1.1 Description of LNP

#### Local Service Provider Portability

Local Number Portability (LNP) is a part of local competition that provides end users with the ability to retain their phone numbers when they change their Local Service Provider.

Phase	Description
Local Service Provider (SPP)	Allows customers to keep their current telephone number(s) if they chose to switch from their current Local Service Provider to another.

The Telecommunications Act of 1996 requires BellSouth to provide a mechanism for customers to retain their current telephone numbers when they change their Local Service Provider.

Orders of the FCC pursuant to the Telecommunications Act of 1996 provide deadlines for implementing Local Service Provider Portability (SPP) in the top 100 metropolitan areas in the United States. The BellSouth territory includes 21 of the top 100 metropolitan areas. To learn more about BellSouth's implementation schedule plan , please visit us at:

**Note:** [http://g8058183.ga.bst.bls.com/ibu/files/infra\\_lnp/LNP/LNPtrack.xls](http://g8058183.ga.bst.bls.com/ibu/files/infra_lnp/LNP/LNPtrack.xls)

### 1.2 Network Provisioning for Local Number Portability

**Interim Number Portability (INP)** is a temporary solution for porting numbers which involves two telephone numbers to route calls to the serving wire center using one of the following methods:

- Remote Call Forwarding
- Direct Inward Dialing
- Route Index Hubbing

**Local Number Portability (LNP)** is the long range solution for Service Provider Portability (SPP) and includes the following characteristics:

- uses only one telephone number.
- requires significant network architecture hardware and software upgrades.
- uses the Advanced Intelligent Network (AIN).
- requires new routing methodology to send calls to the wire center of the company currently providing the local service.

**Note:** All calls to a port eligible NPA NXX will route using the AIN to look up the correct routing information (LRN) for the telephone number.

The **LNP Gateway (LNP GW)** is a major link in the LNP process for BellSouth since it provides both internal and external communications with various interfaces and processes, including:

- linking BellSouth to the Number Portability Administration Center (NPAC).
- allowing for inter-company communications between BellSouth and the CLECs for electronic ordering.
- providing interface between NPAC and AIN SMS for LNP routing processes.

The **Number Portability Administration Center (NPAC)** is a neutral third party organization that oversees the porting of telephone numbers for Local Number Portability. The NPAC maintains and communicates LNP-related data including

- Old Service Provider ID (OCN)
- New Service Provider ID (OCN)
- Local Routing Number (LRN)
- Due Dates
- CLASS-DPC
- CLASS-SSN
- LIDB-DPC
- LIDB-SSN
- CNAM-DPC
- CNAM-SSN
- ISVM-DPC
- ISVM-SSN

The BellSouth LNP Gateway must communicate with the NPAC as to whether numbers are porting out or porting in. The messages sent to and from the NPAC are called Subscription Versions (SVs). Subscription Versions are the messages that flow through the NPAC to provide information for routing calls to ported numbers. The SV can only contain one telephone number (TN), which means that one LSR may have many TNs and SVs associated with it.

#### LSRs for INP

LSRs requesting Interim Number Portability (INP) will not be accepted with due dates by BellSouth after the completion for each phase. If the due date is between ready to port and completion date, the CLEC may request INP or LNP.

### 1.3 LNP Order Status

#### Online Order Status Information For Faxed LSR's

CLEC PON Status Reports for faxed LNP LSRs are now available via BellSouth's website at <https://clec.bellsouth.com>. This report is located in the same location as your company's measurement reports. The information can be found as report number 00 (PON Report) on the CLEC reports page.

The report will provide status for all orders tracked into BellSouth's Local Order Number (LON) systems for the most recent 31 days. The report is CLEC specific. This will answer the majority of questions CLECs have about orders that have been submitted.

Each CLEC will be required to have a specific login and password to access these reports. The application for this report is also found on the web. Once the form is completed, it should be sent to the account team for processing.

#### EDI/TAG POS and CN

Users submitting LSR's through EDI or TAG receive Pending Order Statuses (POS) and Jeopardy Notifications back through the return path for these systems. Completion notification (CN) is sent when all service orders associated with the LSR are complete.



## 2. LNP Order Process Flows

### 2.1 High Level LNP Order Process Flow and Narrative

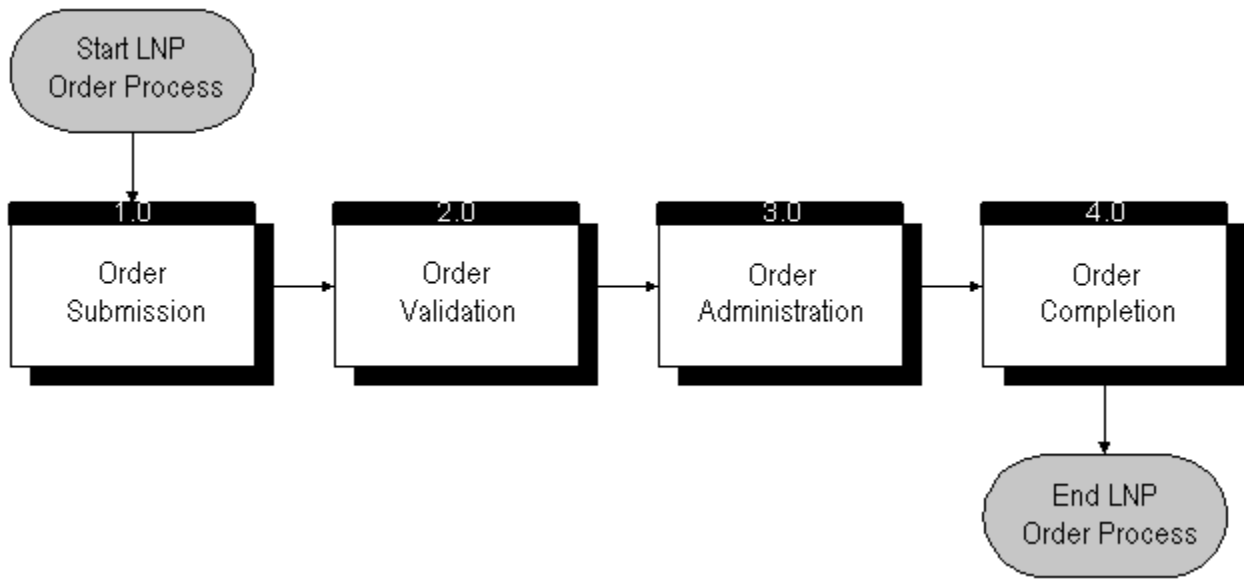


Figure 1 High Level LNP Order Process Flow

Step	Action
1.0 Order Submission:	CLEC sends LNP LSR to BellSouth LCSC via fax, EDI, or TAG.
2.0 Order Validation:	BellSouth validates CLEC LSR for errors, and requests clarification when necessary.

---

<b>Step</b>	<b>Action</b>
3.0 Order Administration:	BellSouth sends FOC to CLEC if clarification is not needed. CLEC receives FOC and immediately sends Create SV to NPAC. BellSouth then sends Concur SV to NPAC. The CLEC sends the Activate SV to NPAC on the Due Date, porting the number.
4.0 Order Completion:	BellSouth completes the Disconnect order and sends E911 Unlock message to SCC. CLEC sends E911 Migrate message to SCC.

---

2.2 Detailed LNP Order Process Flow and Narrative

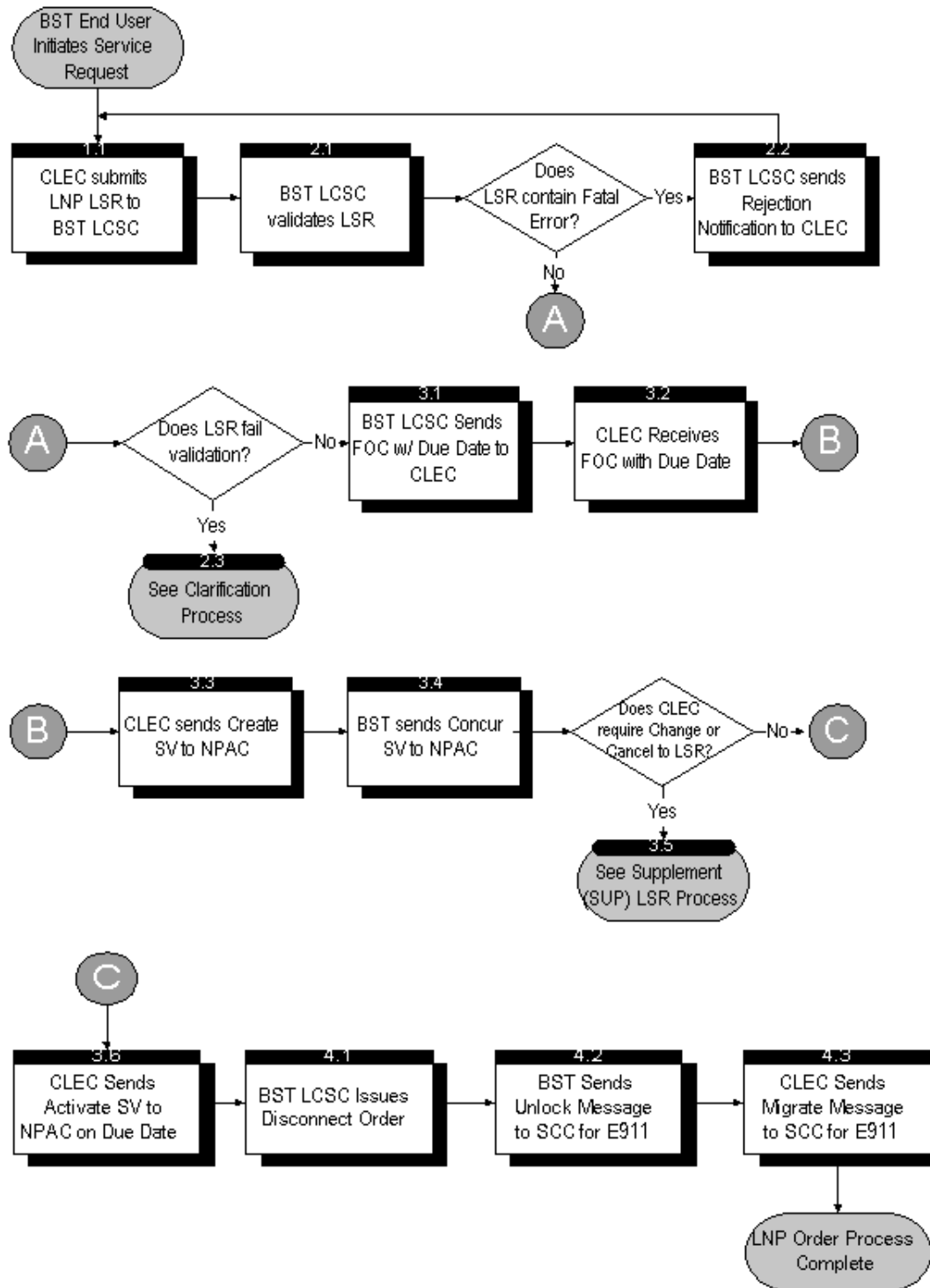


Figure 2 Detailed LNP Order Process Flow



## 2.2.1 LNP Order Process - Port Out and Port Out with Loop

### 1.0 Order Submission

#### 1.1

---

Step	Action
Process Step	<b>CLEC sends LNP LSR to BST LCSC via fax, EDI or TAG</b>
Predecessor	Bell South End User initiates LNP Request with CLEC
Input	End-user CSR; BellSouth Ordering Guide for CLECs; order forms; BellSouth Standard Interval information; BellSouth LNP Ordering Checklist (Section 8.0 of BellSouth LNP Ordering Guide for CLECs)
Output	BellSouth LCSC receives paper copy LSR via fax server OR digital LSR for EDI or TAG orders
Key Interface	Fax; EDI; TAG
Notes	LSR format defined by OBF

### 2.0 Order Validation

#### 2.1

---

Step	Action
Process Step	<b>BST LCSC validates LSR</b>
Predecessor	CLEC submission of LSR
Input	CLEC LSR
Output	Validated LSR

---

---

Step	Action
Key Interface	BellSouth LNP-Gateway
Notes	CLECs may access pre-order support using a web browser and the <b>LENS</b> interface. Use the Inquiry function to confirm the accuracy of customer record information, address, etc.
Decision Point	

---

Step	Action
Process Step	<b>Does LSR contain Fatal Error*?</b>
If YES:	Proceed to 2.2 "BST LCSC sends Rejection Notification to CLEC"
If NO:	Proceed to Decision Point "Does LSR fail validation?"
Notes	*Fatal Reject errors include missing required fields, duplicate PON, and invalid entries.

2.2

---

Step	Action
Process Step	<b>BST LCSC sends Rejection Notification to CLEC</b>
Predecessor	CLEC LNP LSR contains fatal errors (e.g., missing fields, duplicate PON, invalid entries)
Input	Rejected LSR
Output	Notification of fatal errors sent to CLEC
Key Interface	Fax, EDI, TAG, BellSouth LNP-Gateway
Notes	Fatal reject notices for EDI or TAG orders will be transmitted electronically via EDI or TAG. Fatal reject notices for faxed orders will be transmitted via fax.

---

Decision Point

Step	Action
Process Step	<b>Does LSR fail validation?</b>
If YES:	Proceed to 2.3 "Clarification Process"
If NO:	Proceed to 3.1 "BellSouth LCSC Sends FOC with Due Date to CLEC"
2.3 <b>See Clarification Process</b>	
<b>3.0 Order Administration</b>	
3.1	

Step	Action
Process Step	<b>BST LCSC Sends FOC with Due Date to CLEC</b>
Predecessor	CLEC LSR passes BellSouth LNP Gateway validation.
Input	Valid LSR
Output	FOC is sent to CLEC via EDI, TAG, or fax; BellSouth LCSC issues 10 digit trigger order if applicable
Key Interface	EDI; TAG; fax; BellSouth LNP Gateway
Notes	"Trigger" may not be applicable for all types of service. See Local Number Portability Rules in section 4.0 for more details.

## 3.2

<b>Step</b>	<b>Action</b>
Process Step	<b>CLEC receives FOC with Due Date</b>
Predecessor	BellSouth LCSC sends CLEC FOC via fax, EDI, or TAG
Input	Valid LSR with FOC
Output	CLEC receives FOC with Due Date
Key Interface	Fax; EDI; TAG

## 3.3

<b>Step</b>	<b>Action</b>
Process Step	<b>CLEC sends Create SV to NPAC with Due Date on FOC and Time set to 00:00</b>
Predecessor	FOC received by CLEC
Input	FOC with Due Date sent by BellSouth LCSC
Output	NPAC notifies BellSouth LCSC that CLEC has sent Create SV
Key Interface	NPAC - Service Order Administration (SOA); BellSouth LNP Gateway
Notes	SV - Subscription Version BellSouth will place SVs in Conflict if CLEC sends the Create SV to NPAC prior to CLEC receiving FOC from BellSouth.

3.4

Step	Action
Process Step	<b>BST LCSC sends Concur SV to NPAC with Due Date on FOC and Time set to 00:00</b>
Predecessor	BellSouth receives notification of Create SV from NPAC
Input	Create SV sent by CLEC to NPAC
Output	NPAC notifies CLEC that Concur SV has been sent by BellSouth
Key Interface	NPAC - Service Order Administration (SOA); BellSouth LNP Gateway
Notes	BellSouth LCSC has <u>18 hours</u> after Create SV to send Concur SV to NPAC.
Decision Point	

Step	Action
Process Step	<b>Does CLEC require Change* or Cancel to Original LSR?</b>
If YES:	Proceed to 3.5 "Supplement (SUP) LSR Process"
If NO:	Proceed to 3.6 "CLEC sends Activate SV to NPAC with Due Date on FOC"
Notes	*Change to original LSR includes: Due Date change; Add/Remove TNs

3.5

**See Supplement (SUP) LSR Process**

## 3.6

Step	Action
Process Step	<b>CLEC Sends Activate SV to NPAC on Due Date on FOC</b>
Predecessor	BellSouth LCSC sends Concur SV to NPAC
Input	CLEC receives Concur SV from NPAC
Output	NPAC receives Activate SV from CLEC on Due Date on FOC
Key Interface	NPAC - Service Management System (SMS); BellSouth LNP Gateway
Notes	BellSouth is no longer responsible for customer after CLEC sends Activate SV to port the number. Activate SV should be sent for <u>all</u> telephone numbers on the LSR.

**4.0 Order Completion**

## 4.1

Step	Action
Process Step	<b>BST LCSC Issues Disconnect Order</b>
Predecessor	CLEC sends Activate SV to port number.
Input	NPAC notification of CLEC Activate SV sent to BellSouth
Output	Disconnect service orders issued by BellSouth LCSC

---

Step	Action
Key Interface	NPAC - Service Management System (SMS); BellSouth LNP Gateway
Notes	Following this point, questions regarding maintenance & repair should go to the UNE Center. LCSC will not issue disconnect until the Activate SV is received for <u>all</u> telephone numbers on LSR.
4.2	

---

Step	Action
Process Step	<b>BST sends Unlock Message to SCC for E911</b>
Predecessor	BellSouth completes Disconnect service order
Input	Disconnect service order
Output	SCC receives BellSouth's Unlock message
Key Interface	SCC
Notes	BellSouth will not send the Unlock message to SCC before the Disconnect service order is complete. BellSouth will not send the Unlock message for E911 until Activate SV is received for <u>all</u> telephone numbers on LSR.
4.3	

---

Step	Action
Process Step	<b>CLEC Sends Migrate Message to SCC for E911</b>
Predecessor	BellSouth Unlock message has been received by E911 SCC
Input	BellSouth Unlock message

---

---

Step	Action
Output	E911 record locked
Key Interface	SCC
Notes	If CLEC Migrate (Lock) message makes it to SCC before BellSouth's Unlock Message, then the CLEC message goes on an error report. BellSouth will not send Unlock message to SCC until CLEC has sent Activate SVs to NPAC for <u>all</u> telephone numbers on LSR.

---





### 3. LNP Clarification and Supplement (SUP) LSR Process Flows

#### 3.1 Detailed LNP Clarification Process Flow and Narrative

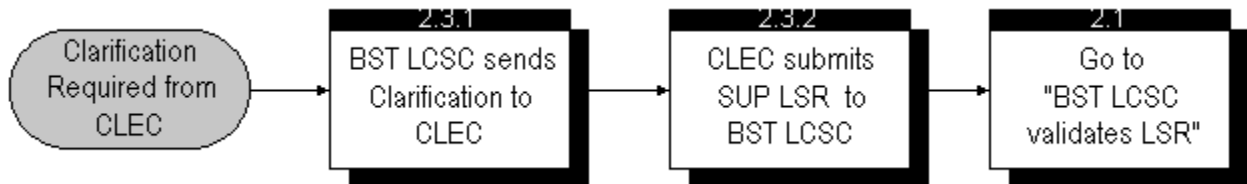
##### Clarifications

Any LSR will be returned to the CLEC for clarification when BellSouth is not able to issue the orders requested due to:

- incomplete information
- incorrect information
- conflicting information

For faxed requests, clarifications will be sent via fax. Clarifications for EDI or TAG orders are sent via EDI or TAG. The CLEC has 10 business days to respond to the request for clarification by submitting a supplemental LSR. (SUP)\* If no response is received, the LSR will be canceled on the eleventh day. If canceled by BellSouth, a new LSR (PON) must be submitted.

**Note:** \* SUP LSRs must be sent using the same ordering method as the original LSR (i.e., Fax, EDI, TAG)



**Figure 3 Detailed LNP Clarification Process Flow**

#### 3.1.1 Clarification Process

2.3.1

Step	Action
Process Step	<b>BST LCSC sends Clarification to CLEC via Fax, EDI, or TAG</b>
Predecessor	LSR falls out of BellSouth LNP-Gateway and requires clarification

---

Step	Action
Input	LSR rejected by BellSouth LNP-Gateway for clarification
Output	Clarification sent to CLEC via fax, EDI, or TAG
Key Interface	Fax; EDI; TAG

2.3.2

---

Step	Action
Process Step	<b>CLEC submits SUP LSR via fax, EDI, or TAG to BST LCSC</b>
Predecessor	LSR falls out of LNP-Gateway and requires clarification
Input	Clarification sent by LCSC via fax, EDI, or TAG to CLEC
Output	SUP LSR sent to LCSC
Key Interface	Fax; EDI; TAG
Notes	SUP must be sent via the same channel (EDI, TAG or fax) as the original LSR.

2.1  
Go to "BST LCSC validates LSR"

### 3.2 Detailed Supplement (SUP) LSR Process Flow and Narrative

#### Supplement (SUP) LSR

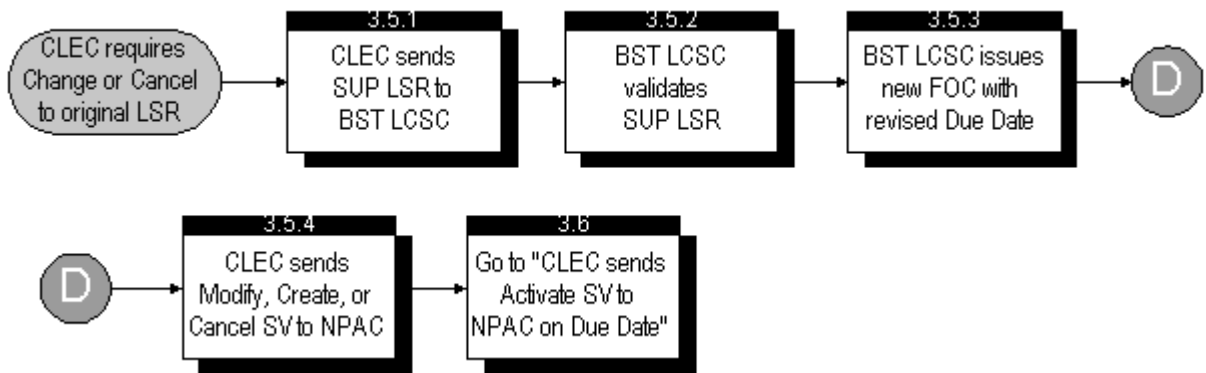
A supplemental change (SUP) LSR will be required if a CLEC:

- has been asked for clarification on an LNP LSR,
- is requesting a Due Date Change,

- would like to cancel an LSR,
- would like to add/remove telephone numbers for porting on LSR.

If a CLEC is changing the original LSR, a SUP LSR must be filed with BellSouth prior to any contact with NPAC.

**Note:** SUP LSRs must be sent using the same ordering method as the original LSR (i.e., Fax, EDI, TAG)



**Figure 4 Detailed Supplement (SUP) LSR Process Flow**

**3.2.1 Supplement (SUP) LSR Change Process**

3.5.1

Step	Action
Process Step	<b>CLEC sends SUP LSR to BST LCSC</b>
Predecessor	Create and Concur SV received by NPAC for original LSR
Input	Original FOC and LSR; SUP LSR
Output	BST LCSC receives SUP LSR via fax, EDI, or TAG

---

Step	Action
Key Interface	EDI; TAG; Fax
Notes	SUP LSR must be sent to BellSouth LCSC and revised FOC received by CLEC prior to CLEC sending Modify SV to NPAC. CLEC must complete SUP field and VER field on LSR form.

3.5.2

---

Step	Action
Process Step	<b>BST LCSC validates SUP LSR</b>
Predecessor	CLEC submission of SUP LSR
Input	CLEC SUP LSR
Output	Validated SUP LSR; BellSouth updates internal records with supplemental information on LSR
Key Interface	BellSouth LNP-Gateway

3.5.3

---

Step	Action
Process Step	
Predecessor	BellSouth receives and validates SUP LSR from CLEC
Input	SUP LSR; original LSR and FOC
Output	BellSouth LCSC updates internal records with new Due Date; new FOC sent to CLEC via fax, EDI, or TAG

---

Step	Action
Key Interface	BST LNP-Gateway; EDI; TAG; fax
Notes	CLEC must receive FOC prior to sending Modify SV to NPAC Revised Due Date on FOC will be based on the receipt of SUP LSR and the BST Standard Intervals.
3.4	

---

Step	Action
Process Step	<b>CLEC sends Modify, Create or Cancel SV to NPAC</b>
Predecessor	CLEC receives revised FOC with new Due Date
Input	SUP LSR; Revised FOC with new Due Date
Output	NPAC receives Modify, Create, or Cancel SV
Key Interface	NPAC - Service Order Administration (SOA)
Notes	If changing the Due Date on LSR, CLEC sends a Modify SV If removing TNs to port from original LSR, CLEC sends a Cancel SV for each TN. If adding TNs for porting, CLEC sends Create SVs for each new TN on the SUP LSR. If canceling the original LSR, CLEC sends Cancel SV to NPAC.

3.6

Go to "CLEC Sends Activate SV to NPAC on Due Date"



## 4. Requirements for LNP Ordering

### 4.1 Requirements for LNP Ordering

A telephone number may port out when all of the following are true:

- NPA NXX is portable.
- telephone number is a working number or end user is paying to reserve the number.
- end user name on the LSR matches the BellSouth customer record.
- end user address on the LSR is in the same Toll Message Rate Center (TMRC) as the address on the BellSouth customer record.
- number is associated with a line type that is portable. (Refer to Local Number Portability Rules - Section 4.2 below to determine if service type is portable and if a trigger order is necessary)

The responsibilities for porting out telephone numbers are described in the following table.



**Table B The responsibilities for porting out telephone numbers are described in the following table**

Work Group	Responsibilities
CLEC	<ul style="list-style-type: none"> <li>• Send LSR to BellSouth to request number(s) to be ported.</li> <li>• Receives FOC before sending SVs to NPAC.</li> <li>• Provide service to end user.</li> <li>• Notify the NPAC when ready to port the number.</li> <li>• Update E911 information.</li> <li>• Send SUP LSR to change Due Date, Cancel LSR, or modify TN on LSR.</li> </ul>
LCSC	<ul style="list-style-type: none"> <li>• Process LSR and FOC for port out requests.</li> <li>• Issue trigger/port out/listing/loop service orders.</li> <li>• Send and receive NPAC messages.</li> </ul>
UNE Center	<ul style="list-style-type: none"> <li>• Coordinate port out with loop orders with CLEC as needed.</li> <li>• Complete port out with loop orders as needed.</li> </ul> <p><b>Note:</b> UNE Center is involved in provisioning only if loop is requested.</p>

## 4.2 Local Number Portability Rules

The following table may be used to determine if the service type is portable and if a trigger order is required. The existing service or line type is for reference only because the service is not portable. Only the number is ported.

**Table C Local Number Portability Rules**

Service / Line Type	Portable - w/ LRN	Trigger	Notes
AdWatch	Y	N	The number will no longer work for AdWatch once it is Ported.
Choke Codes	N		Does not involve LRN

Table C Local Number Portability Rules (continued)

Service / Line Type	Portable - w/ LRN	Trigger	Notes
Denied for Non-Pay	Y	N	
DID (Block of 20)	Y	N	To Port a portion of a range will require special assembly.
ESSX / MultiServ	Y	Y	If lines are in a hunting arrangement, see hunting Lines below.
FX / FCO	Y	Y	The number can be ported within the same Toll Message Rate Center (TMRC). The BST designed circuit will be disconnected and the new service provider must establish the service.
Hunting Lines	Y	Y	If not all of the numbers in the hunt group are porting, the numbers porting must be removed from the hunt group the day before the port due date. CLEC can determine Frame Due Time or use BST default of 9:00 PM day before Port.
ISDN	Y	Y	
N11	N		
Out dial trunks	Y	N	
Party Line	Y	N	The number may be ported without loop. The BST service must be disconnected
Remote Call Forwarding / Interim Number Portability	Y	N	
Reserved numbers	Y	N	Only numbers reserved with chargeable USOCs may be ported
RingMaster	Y	N	
Sub-Let	Y	Y	
Surrogate Client Number	Y	N	
Suspend for season	Y	N	
Uniserve	N		

- continued -

**Table C Local Number Portability Rules (continued)**

Service / Line Type	Portable - w/ LRN	Trigger	Notes
Warm Line	N		
ZipCONNECT	N		

### 4.3 Required Forms

#### Required Forms for Port Out

The CLEC submits the following forms to the LCSC to request telephone numbers to Port Out:

- Local Service Request (LSR)
- End User (EU)
- Number Portability (NP) or Loop Service with Number Portability (LSNP)

#### Conditional Forms for Porting Out

- Directory Listing Request (DLR)

If listings are required, the Directory Listing Request (DLR) will be needed unless the ACT code is **W**. The **W** ACT code is a switch as is for listings and directory delivery requirements. This activity code is only valid when porting out all numbers on an account. Without a **W** ACT code on a full port, all listings are deleted unless the CLEC submits a DLR.

#### LNP Order Form Matrix

**Table D LNP Order Form Matrix**

When Ordering:	These Forms Are:				
	LSR	EU	NP	LSNP	DLR
Number Portability	R	R	R	P	C*
Loop Service with Number Portability	R	R	P	R	C*

Form Names:	Form Requirements:
LSR = Local Service Request Form	R=Required
EU = End User Form	P=Prohibited
NP = Number Portability Form	C=Conditional

- continued -

LSNP = Loop Service with Number Portability Form	O=Optional
DLR = Directory Listing Request Form	

\* If all the telephone numbers for the Account are converting (Full Migration) and no change is being made to the listing, the DLR is not required. (This requires an ACT code of **W**.) However, if only a portion of the lines on the account are converting (Partial Migration), the DLR should be submitted to request listings. A DLR is **not required** when associated with LNP (Local Number Portability), even for partial migration. However, directory listings or directory delivery will not be established without a DLR.

### Required Forms for SUPs

A supplemental change (SUP) LSR will be required if a CLEC:

- has been asked for clarification on an LNP LSR,
- is requesting a Due Date Change,
- would like to cancel an LSR,
- would like to add/remove telephone numbers for porting on LSR.

Use the **LNP Order Matrix Form** above to determine which order forms must be used.

A supplemental change LSR (SUP) should contain complete information and will supersede the original LSR. The SUP must reflect the same PON and CC from the original request. It must also have a higher version number in the VER field. The SUP field must be populated with:

- (1) to Cancel. (Prohibited if CLEC has sent Activate SV to NPAC for any numbers on the LSR)
- (2) for Desired Due Date changes. The new date is specified in the DDD field. If the request is to establish a due date less than the standard interval (from the date the SUP is sent), the EXP field must also be populated.
- (3) for other types of changes. This includes adding or removing porting numbers. Also includes requests for a change in desired due date in conjunction with other changes to a pending order. The standard interval should be used to establish a new due date when adding or removing ported numbers.

EDI, TAG and Fax requests may not be combined for the same PON. If an LSR is submitted via:

- EDI all SUPs for the PON must be sent through EDI.
- Fax all SUPs for the PON must be faxed.
- TAG all SUPs for the PON must be sent through TAG.

#### 4.4 Minimum Required Fields for Faxed LNP Orders

##### Minimal Required Fields on the Faxed LSR for LNP

Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

##### 4.4.1 LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop)

**Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop)**

Field Abbreviation	Field Name	Explanation
CCNA	Customer Carrier Name Abbreviation	Refer to CLEC Order Guide 9.1.2.1 <b>Note:</b> Required for orders with loop.
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.1.2.2 <b>Note:</b> Every new request requires a unique PON number. <b>Note:</b> When issuing a SUP, the same PON number on the original LSR should be used; however, the (VER) must be different.
VER	Version Identification	Refer to CLEC Ordering Guide 9.1.2.3 <b>Note:</b> This field is conditional. When submitting a supplement (SUP) LSR, the CLEC must populate this field to uniquely distinguish this LSR from any other version. <b>Note:</b> If VER is entered, CLEC must also complete SUP field.
SC	Service Center	Refer to CLEC Ordering Guide 9.1.2.7
PG__OF__	Page number / Total pages	Refer to CLEC Ordering Guide 9.1.2.8
D / TSENT	Date and Time Sent	Refer to CLEC Ordering Guide 9.1.2.9

- continued -

**Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)**

Field Abbreviation	Field Name	Explanation
DDD	Desired Due Date	Refer to CLEC ordering guide 9.1.2.10  <b>Note:</b> Reference BST Standard Intervals for LNP when completing this field.
DFDT	Desired Frame Due Time	Refer to CLEC Ordering guide 9.1.2.14
REQTYP	Requisition Type and Status	Refer to CLEC Ordering Guide 9.1.2.17  <b>Note:</b> LNP with loop, will always be <b>BB</b> . LNP without loop, will always be <b>CB</b>
ACT	Activity	Refer to CLEC Ordering Guide 9.1.2.18.  <b>Note:</b> Will be <b>V</b> to indicate conversion to another local service provider or <b>C</b> for INP to LNP conversion or <b>W</b> for Conversion Listing as Is (LNP Full Migrations Only)
SUP	Supplement Type	Refer to CLEC Ordering Guide 9.1.2.19  <b>Note:</b> This field is conditional. When submitting a supplement (SUP) LSR, this field must be populated.
CC	Company Code	Refer to CLEC Ordering Guide 9.1.2.23  <b>Note:</b> This code must be the code used for the NPAC and for CLEC Q-accounts. The CC is also known as the four digit OPERATING COMPANY NUMBER (OCN)
ACTL	Access Customer Terminal Location	Refer to CLEC Ordering Guide 9.1.2.30  <b>Note:</b> Required for orders with designed loop.
LSO	Local Service Office	Refer to CLEC Ordering Guide 9.1.2.34  <b>Note:</b> Required for loop orders or when a directory listing is requested on the end user telephone number which is from a CLEC assigned NPA NXX.

- continued -

**Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)**

Field Abbreviation	Field Name	Explanation
TOS	Type of Service	Refer to CLEC Ordering Guide 9.1.2.35  <b>Note:</b> Identifies type of service (business, residential, or government) for the existing account which is porting out.  <b>Note:</b> Be sure to use D as the second character for Complex service.
NC	Network Channel	Refer to CLEC Ordering Guide 9.1.2.37  <b>Note:</b> Required for loop orders.
NCI	Network Channel Interface	Refer to CLEC Ordering Guide 9.1.2.38  <b>Note:</b> Required for designed loop orders.
SECNCI	Secondary Network Channel Interface	Refer to CLEC Ordering Guide 9.1.2.40  <b>Note:</b> Required for designed loop orders.
CIC	Carrier Identification Code	Refer to CLEC Ordering Guide 9.1.2.48
CUST	Customer Name	Refer to CLEC Ordering Guide 9.1.2.49
BAN1	Billing Account Number 1	Refer to CLEC Ordering Guide 9.1.2.51
ACNA	Access Customer Name Abbreviation	Refer to CLEC Ordering Guide 9.1.2.54  <b>Note:</b> Required for orders with loop.
TE	Tax Exemption	Generated by BST
INIT	Initiator Identification	Refer to CLEC Ordering Guide 9.1.2.69
TEL NO (INIT)	Telephone Number	Refer to CLEC Ordering Guide 9.1.2.70
FAX NO	Initiator Fax Number	Refer to CLEC Ordering Guide 9.1.2.72  <b>Note:</b> Required to send FOC via fax
STREET	Initiator Street Address	Refer to CLEC Ordering Guide 9.1.2.73
CITY	City	Refer to CLEC Ordering Guide 9.1.2.76

- continued -

**Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)**

Field Abbreviation	Field Name	Explanation
STATE	State	Refer to CLEC Ordering Guide 9.1.2.77
ZIPCODE	Zip Code	Refer to CLEC Ordering Guide 9.1.2.78
MPCON	Implementation Contact	Refer to CLEC Ordering Guide 9.1.2.79  <b>Note:</b> : Required for orders with loop and for ACT of V (indicates conversion to another local service provider)
TEL NO	Telephone Number	Refer to CLEC Ordering Guide 9.1.2.80  <b>Note:</b> Required for orders with loop and for ACT of V (indicates conversion to another local service provider)
DRC	Design Routing Code	Refer to CLEC Ordering Guide 9.1.2.86  <b>Note:</b> Required on orders with non-designed loop when requesting a Loop Make-up.

**Critical Fields on LSR**

There are certain critical fields on the LSR that cannot be changed once the LSR has been validated. If these fields are to be changed, the first LSR must be canceled and a new LSR issued on a different PON. The critical fields are:

- PON
- CC
- ATN
- AN
- EATN
- EAN
- ACT
- NPT



#### 4.4.2 Faxed End User Information Form Fields

Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders

**Table F Minimal Required Fields for Faxed End User Form**

Field Abbreviations	Field Name	Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.2.2.1 <b>Note:</b> This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.2.2.2 <b>Note:</b> This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.2.2.6
NAME	End User Name	Refer to CLEC Ordering Guide 9.2.3.1
SANO*	Service Address House Number	Refer to CLEC Ordering Guide 9.2.3.4
SASN	Service Address Street Name	Refer to CLEC Ordering Guide 9.2.3.7
CITY	City	Refer to CLEC Ordering Guide 9.2.3.14
STATE	State / Province	Refer to CLEC Ordering Guide 9.2.3.15
ZIP CODE	Zip Code	Refer to CLEC Ordering Guide 9.2.3.16

**Note:** Depending on the address associated with the order, conditional address fields may be required to provide a complete and valid end user location.

**Note:** The CLEC must advise BellSouth how to handle additional telephone numbers on the end user account. The additional telephone numbers may be associated with features such as:

- Ringmaster
- Surrogate Client MemoryCall
- Flexible Call Forwarding Dial Around (FCPAN)

If these telephone numbers are not porting, use the disconnect section on the End User Form to detail this information.

#### 4.4.3 Faxed Number Portability Form Fields

##### Faxed Number Portability Form Fields

**Note:** The PS Form must always be associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

**Table G Minimal Required Fields for the Faxed Number Portability Form**

Field Abbreviation	Field Name	Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.8.2.1  <b>Note:</b> This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.8.2.2  <b>Note:</b> This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
NPQTY	Number Portability Quantity	Refer to CLEC Ordering Guide 9.8.2.5
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.8.2.6
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.8.3.1  <b>Note:</b> REF NUMs must be unique on each form associated with the LSR. REF NUMs may not be duplicated and are associated with porting numbers, disconnecting numbers, and directory listings.

- continued -

**Table G Minimal Required Fields for the Faxed Number Portability Form  
(continued)**

Field Abbreviation	Field Name	Explanation
LNA	Line Activity	Refer to CLEC Ordering Guide 9.8.3.3  <b>Note:</b> V= conversion of service to new LSP C= change existing account (e.g. INP to LNP)
PORTED #	Ported Telephone Number	Refer to CLEC Ordering Guide 9.8.3.7
NPT	Number Portability Type	Refer to CLEC Ordering Guide 9.8.3.10  <b>Note:</b> D= Local Number Portability

**4.4.4 Faxed Loop Service with Number Portability Form Fields**

**Faxed Loop Service with Number Portability Form Fields**

**Note:** The LSNP form must always be associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

**Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form**

Field	Abbreviation Field	Name Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.10.2.1  <b>Note:</b> This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.10.2.2  <b>Note:</b> This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
LQTY	Loop Quantity	Refer to CLEC Ordering Guide 9.10.2.5
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.10.2.6

- continued -

**Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form (continued)**

Field	Abbreviation Field	Name Explanation
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.10.3.1  <b>Note:</b> For LNP, REF NUMs must be unique on each form associated with the LSR. REF NUMs may not be duplicated and are associated with porting numbers, disconnecting numbers, and directory listings.
LNA	Line Activity	Refer to CLEC Ordering Guide 9.10.3.3  <b>Note:</b> V= conversion of service to new LSP
SYSTEM ID	System Identification	Refer to CLEC Ordering Guide 9.10.3.8
CABLE ID	Cable Identification	Refer to CLEC Ordering Guide 9.10.3.11  <b>Note:</b> Required for port-out with loop orders.  <b>Note:</b>  <b>Note:</b> In some wire centers, CFA (Connecting Facility Assignment) may be used instead of cable ID and chain/pair. Refer to CLEC Ordering Guide 9.10.3.9
SHELF		Refer to CLEC Ordering Guide 9.10.3.12
SLOT		Refer to CLEC Ordering Guide 9.10.3.13
RELAY RACK		Refer to CLEC Ordering Guide 9.10.3.14

- continued -

**Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form (continued)**

Field	Abbreviation Field	Name Explanation
CHAN / PAIR	Channel / Pair	Refer to CLEC Ordering Guide 9.10.3.15  <b>Note:</b> Identifies the customer's system to be used in a collocation arrangement. Required when the customer has assignment control in a collocation arrangement, otherwise prohibited.  <b>Note:</b> Required for port-out with loop orders.  In some wire centers, CFA (Connecting Facility Assignment) may be used instead of cable ID and chain/pair. Refer to CLEC Ordering Guide 9.10.3.9
PORTED #	Ported Telephone Number	Refer to CLEC Ordering Guide 9.10.3.23
NPT	Number Portability Type	Refer to CLEC Ordering Guide 9.10.3.26  <b>Note:</b> D= Local Number Portability

#### 4.5 Complex LNP Orders

##### Definition of Complex Services

The Local Number Portability (LNP) request is classified as complex if the number(s) being ported out is working on a complex class of service. Requests to port out telephone numbers working on the following types of service are considered complex:

- ESSEX / MultiServ
- Primary Rate ISDN
- Basic Rate ISDN
- Channelized Megalink
- PBX - DID, Inward/Outward/Combination trunks
- Pathlink

#### 4.6 Faxed Loop Service with Number Portability Fields

##### Faxed Loop Service with Number Portability Fields

**Note:** The LSNP form must always be associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

Field	Abbreviation Field	Name Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.10.2.1 <b>Note:</b> This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.10.2.2 <b>Note:</b> This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
LQTY	Loop Quantity	Refer to CLEC Ordering Guide 9.10.2.5
PG_OF_	Page Number/Total Pages	Refer to CLEC Ordering Guide 9.10.2.6
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.10.3.1 <b>Note:</b> For LNP, REF Num's must be unique on each form associated with porting numbers, and directory listings.
LNA	Line Activity	Refer to CLEC Ordering Guide 9.10.3.3 <b>Note:</b> V= conversion of service to new LSP N= new loop
System ID	System Identification	Refer to CLEC Ordering Guide 9.10.3.8

#### 4.7 Project Managed LNP Orders and Standard Intervals

**Note:** For information on project management and due date intervals, refer to BellSouth Products and Services Interval Guide Interconnection Services @ [http://interconnection.bellsouth.com/guides/guides\\_html](http://interconnection.bellsouth.com/guides/guides_html)



## 5. Critical Success Factors for LNP Ordering

### 5.1 Pre-Order Information

1. CLEC can proactively check the following points in the LSR before submitting via fax, EDI, or TAG.
  - a. Customer address is RSAG valid and within the rate center;
  - b. NPA-NXX is marked portable in the LERG;
  - c. TNs on LSR match TNs on end user account;
  - d. Due Date intervals are based on BellSouth Standard Intervals.
2. CLEC must have a Q-account for each OCN registered with NPAC and stated on LSR. All new OCNs registered with NPAC should be updated with BellSouth and a Q-account should be established.
3. CLEC should use correct OCN. OCN used at NPAC must match OCN used in CC field on CSR and OCN for Q account in BAN field.
4. CLEC must obtain end-user authorization to request LNP before submitting LNP LSR.

### 5.2 LSR Order Forms for LNP

1. CLEC should complete all required fields. Refer to Section 4.2, Minimum Required Fields, in this Guide.
2. CLEC should provide previously unassigned PON on LSR.
3. If CLEC is porting on any day other than the Due Date stated on the FOC, the CLEC should send BellSouth a SUP LSR prior to the Due Date stated on the LSR. BellSouth will then send a revised FOC with the new due date to the CLEC.
4. Per the BellSouth Ordering Guide for CLECs, a REF NUM may not be duplicated on an individual PON. **REF NUMs are associated with:**
  - porting numbers
  - disconnecting numbers
  - directory listings

**Example:** If a REF NUM is used on the Directory Listing Request form, it may not be repeated on the Number Portability/Loop form or the End User Disconnect form.

  - PONs containing duplicate REF NUMs are placed in clarification.
5. The CLEC must advise BellSouth how to handle additional telephone numbers on the end user account. The additional telephone numbers may be associated with features such as:
  - Ringmaster
  - Surrogate Client MemoryCall
  - Flexible Call Forwarding Dial Around



If these telephone numbers are not porting, use the disconnect section on the End User Form to detail this information.

6. For all LNP orders, the LSR must provide the initiator's fax number in the FAX NO field, even for EDI or TAG LSRs.
7. CLEC should provide accurate cable & pair information for loop orders to avoid provisioning delays.
8. An LSR must contain numbers on one CSR. An LSR must be sent for each CSR..

### 5.3 Supplemental LSRs

1. If CLEC intends to port on any day other than the Due Date stated on the FOC, the CLEC should send BellSouth a SUP LSR prior to the due date originally stated on the FOC.
2. A supplemental change LSR (SUP) must reflect the same PON, CC, ATN, AN, EATN, EAN, ACT, and NPT as the original request.
3. SUP must also have a higher VER number and SUP field entry complete
4. EDI/TAG vs. FAX: EDI or TAG and Fax requests may not be combined for the same PON. If an LSR is submitted via:
  - EDI all SUPs for the PON must be sent through EDI.
  - TAG all SUPs for the PON must be sent through TAG.
  - Fax all SUPs for the PON must be faxed.

**Example:** The original LSR is sent via EDI and then placed in clarification by the LCSC. CLEC must send a SUP through EDI to change or cancel the request.

### 5.4 Clarifications

1. The CLEC has 10 business days to respond to the request for clarification by submitting a supplemental LSR.
2. If no response is received by BellSouth LCSC within 10 business days, the LSR will be canceled on the eleventh business day.
3. If original LSR is canceled by BellSouth, a new LSR with new PON must be submitted.
4. CLEC should not send Create SV to NPAC until an FOC has been received.
5. BellSouth will place SVs in Conflict if CLEC sends Create before FOC is received.

### 5.5 Standard Intervals

1. CLEC should review BellSouth Standard Interval Guide prior to submitting LSR.
2. The minimum Due Date for port-out is five business days after the FOC receipt date. The first TN ported in an NPA-NXX is no earlier than five business days after FOC receipt date.

## 5.6 NPAC Communication

1. CLEC must receive FOC from BellSouth prior to sending any NPAC SV messages (Create or Modify).
2. The CLEC should send the Create SV immediately upon receipt of FOC.
3. The Due Date on the Create SV sent to NPAC by the CLEC must match Due Date on FOC sent by BellSouth
4. The Due Time on the Create SV must be set to 00:00.
5. CLEC should send Activate SV to NPAC on FOC due date.
6. BellSouth LCSC does not issue the Disconnect service order until notification of CLEC Activate SV is received from NPAC for all TNs on the LSR. This is done to avoid disruption to end-user service.
7. For any change in the Due Date to port numbers, to cancel port, or to add/remove telephone numbers, a SUP LSR must be sent to BellSouth LCSC and CLEC must receive revised FOC prior to sending a Modify message to NPAC.

## 5.7 E911 Lock Down

1. CLEC must send Activate SV to NPAC before BellSouth LCSC will issue the Disconnect.
2. BellSouth will not send the Unlock Message until Disconnect service order is complete.
3. If CLEC Migrate message reaches SCC before BellSouth's Unlock Message, the CLEC Migrate message will be shown on an error report which is sent to CLECs daily. CLEC must be sure they have sent Activate SVs to NPAC for all TNs which appear on error reports from SCC. (Refer to Section 7.2 of this guide for more details)
4. CLEC and BellSouth should send Migrate and Unlock messages to SCC with the same due date as the Activate SV to NPAC.



## 6. System Interfaces

### 6.1 Interface Options for Order Submission

#### Ordering Options for LSRs

The CLEC must send the Local Service Request (LSRs) for Local Number Portability or Loop Service with Number Portability to the BellSouth LCSC for processing. The request may be faxed or sent electronically through Electronic Data Interchange (EDI) or Telecommunication Access Gateway (TAG).

If the LSR is received electronically, the FOC is sent to the CLEC automatically through EDI or TAG. The CLEC also receives completion notices through EDI or TAG once the service orders are complete. EDI, TAG and Fax requests may not be combined on the same PON. If an LSR is originally submitted via EDI, then all SUPS for this PON must be sent through EDI.

For further information on EDI, refer to **BellSouth Ordering Guide for CLECs**, Section 6.2.1 on Electronic Data Interchange. (EDI)

### 6.2 System Interface Descriptions

#### Local Exchange Navigational System (LENS)

Step	Action
Description	Front-end GUI application which provides pre-ordering support for LNP orders using the Inquiry function.
Inputs	Customer address, customer information
Outputs	RSAG Address Validation Service availability for a particular NPA NXX Customer record information
Notes	LNP LSRs <u>can</u> not be submitted via LENS.

### PON Order Status via the Web

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<b>Step</b>	<b>Action</b>
Description	Supports on-line viewing of faxed LSR order status.
Inputs	Faxed LSRs
Outputs	CLEC-specific LSR status by PON
Notes	For faxed LSRs

### Fax

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<b>Step</b>	<b>Action</b>
Description	Supports the transmission of manual CLEC orders.
Inputs	Paper LSR
Outputs	Clarifications; FOCs
Notes	Clarifications and FOCs for faxed LSRs are sent via fax. SUP LSRs for faxed LSRs must be submitted via fax. EDI, TAG and faxed requests may not be combined on the same PON.

**Electronic Data Interchange (EDI)**

<b>Step</b>	<b>Action</b>
Description	Supports the CLEC transmission of orders to BellSouth, and the acknowledgment of receipt of orders to CLEC by BellSouth.
Inputs	Digital LSR
Outputs	Clarifications; Rejects, FOCs, Pending Order Statuses, Completion Notices

**Telecommunications Access Gateway (TAG)**

<b>Step</b>	<b>Action</b>
Description	Supports the CLEC transmission of orders to BellSouth, and the acknowledgment of receipt of orders to CLEC by BellSouth. CLEC has access to ordering and pre-ordering functionality via TAG.
Inputs	Digital LSR
Outputs	Clarifications; Rejects, FOCs, Pending Order Statuses, Completion Notices

### BellSouth LNP Gateway

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Step	Action
Description	Supports both internal and external communications with various interfaces and processes, including NPAC (SOA & SMS), EDI, and TAG.
Inputs	· LNP LSRs, NPAC messages, EDI and TAG orders
Outputs	Rejects; Clarifications; FOCs NPAC concurrence messages Service orders to provisioning

### NPAC

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Step	Action
Description	NPAC is the third party organization that oversees the porting of telephone numbers for Local Number Portability.
Inputs	CLEC and BellSouth subscription versions.
Outputs	CLEC and BellSouth subscription versions.

**Note:**     **Interface descriptions are specific to LNP orders only.**

## 7. Frequently Asked Questions

### 7.1 General

1. 1. What should be done if it is determined that some numbers sent on an LSR are not to be ported?

A sup should be sent immediately to delete the telephone numbers from the NP or LSNP form if they are not porting. The account will not be disconnected until all telephone numbers on the NP or LSNP form have been ported.

2. 2. How is a CLEC LSR validated?

The validation process includes the following steps to ensure that the requested number(s) may be ported out.

Step	Action
1	Are the porting number(s) on the LSR working number(s) on the CSR (or customer is paying to reserve the numbers)? If yes, go to step 2. If no, go to step 7.
2	Does the end user name on the LSR match the listed name and/or billing name on the CSR? If yes, go to step 3. If no, go to step 7.
3	Are the telephone number(s) on the LSR associated with a line type that is portable? Refer to Local Number Portability Rules (Section 4.2 of this guide). If yes, go to step 4. If no, go to step 7.
4	Does the service address information on the LSR match the LA or SA on the CSR? If yes, go to step 6. If no, go to step 5.  <b>Note:</b> If the line type on the existing end user service is FX/FCO, go to step 5.
5	Is the Toll Message Rate Center (TMRC) for the porting number(s) shown on the LSR the same as the TMRC for the address shown on the LSR? If yes, go to step 6. If no, go to step 7.
6	Is LNP available for the NPA NXX at this time? If yes, go to step 8. If no, go to step 7.
7	Send CLEC Clarification request and wait for receipt of SUP LSR.
8	Proceed with Service Order Issuance Process.

3. What CLEC actions would cause an LNP request to fall out of the order process at BellSouth?

Some reasons for an LSR to fall out of the order process are:

- CLEC sent a create SV before receiving an FOC. BellSouth will put SV in Conflict with NPAC



- CLEC sent a create on the wrong TN
- CLEC sent create with due date different than FOC due date
- CLEC sent create with time other than 00:00
- CLEC ported number before or after Due Date on the FOC

If the CLEC LSR has fallen out of the order process, BellSouth will not be able to automatically send Concur SV to the CLEC Create SV.

- 4. What CLEC actions should be taken if the end user is continuing to receive a bill from BST after the account is ported out?
- CLEC should verify that the activate SV has been sent on all telephone numbers provided on the LSR. If yes, refer the account to the LCSC for investigation. If no, send the activate SV to the NPAC.

## 7.2 Ordering Options

1. In what form should a CLEC expect to receive an FOC, Clarification, or Reject response?
  - If an order was sent via EDI, the response will be sent via EDI.
  - If an order was sent via TAG, the response will be sent via TAG
  - If an order was sent via fax, the response will be sent via fax.
2. Why can't the status of an LSR submitted via EDI be viewed in the PON Status Reports which are available on-line?

The PON Status Reports are for orders which were submitted via fax. Status for orders submitted via EDI/TAG are received via EDI/TAG.

## 7.3 LSR Error Notices

1. What types of errors would require clarification?

Some examples of errors for which BellSouth will request clarification:

- Some numbers on an account are being ported, but information/instruction has not been provided on **ALL** numbers listed on the account (i.e., Ringmaster; Surrogate Client MemoryCall; Flexible Call Forwarding Dial Around (FCPAN))
- REF NUM are duplicated on the LSR
- LSR does not contain the minimum required fields
- Duplicate PON
- Data was entered into a prohibited field
- Busy cable & pair
- Incorrect address
- End user & central office are not in same wire center (may be wrong ACTL)
- Invalid ACT
- Invalid Q-account

- TN listed is not a working BellSouth TN
  - Listing 2 numbers to port from two different CSRs on one LSR
2. Why would the CLEC receive error reports from SCC, Manager of the E911 database?  
If the CLEC sends the Migrate message to the SCC to lock E911 prior to SCC receiving BellSouth's Unlock message, the CLEC Migrate message will be placed on an error report (755) which is distributed daily to CLECs from SCC. SCC will mechanically process the Migrate/Unlock record match for 7 days for all 755 error messages. After 7 days the record will move to a 760 error file. SCC will manually continue to look for the record match there. CLEC should be sure that the Activate SV has been sent to NPAC for the Migrate messages which appear on the 755 or 760 error reports.

#### 7.4 Due Dates

1. What are the key steps to changing the Due Date for a previously submitted LNP LSR?  
The most important part of a Due Date change is submitting a SUP LSR to the BellSouth LCSC and receipt of a revised FOC prior to sending the Modify SV to NPAC. If the Modify SV is sent to NPAC prior to receipt of the revised FOC from BellSouth, the LSR will fall out of the order process at BellSouth. Due Date changes should be requested prior to the due date and not later than the due date originally stated.
2. Why does the FOC have a Due Date which is different than the Desired Due Date?  
If the Desired Due Date on the original LSR did not adhere to BellSouth Standard Intervals for LNP orders, then the Due Date on the FOC would reflect the appropriate interval. Refer to BellSouth Standard Interval Guide for more details.
3. Why does the CLEC have to send the Activate SV on the Due Date?  
If the CLEC sends the Activate SV before or after the Due Date on the FOC, end user service could be impacted.

#### 7.5 NPAC Communication

1. What does it mean when a CLEC receives an SV with Authorization set to NO (Conflict) from NPAC?  
This SV indicates that the CLEC sent a Create SV to NPAC prior to receipt of an FOC for the TN. CLEC should check for receipt of an FOC for the TN.
2. Why can't the CLEC send the Create SV to NPAC prior to receiving an FOC from BellSouth?  
If the CLEC sends the Create SV to NPAC prior to receiving an FOC from BellSouth, BellSouth will send SV with Authorization set to NO (Conflict) to NPAC. CLEC should follow industry flow for successful porting.
3. How does CLEC know BellSouth is ready to port number?  
CLEC should complete the following steps at least the day before the due date:
- verify FOC was received
  - verify FOC due date
  - verify SV is Pending with Concurrence for all TNs on LSR

- verify SV due date is same as FOC due date for all TNs on LSR
4. What happens if the NPAC telephone number disconnect option is used after sending the activate (number ported) message?
- The telephone number and not the end user is returned to BellSouth. The CLEC must arrange to provide service for the end user because upon receipt of the Activate SV, BST will proceed with the disconnect order.

## 8. LNP Ordering Checklist

### 8.1 LNP Ordering Checklist

#### 1. Pre- Submission: The LSR Form for LNP

Has the pre-order information been validated? CLECs may access pre-order support using a web browser and the LENS interface. Use the Inquiry function to confirm the accuracy of the following information:

- TNs on LSR match TNs on CSR
  - LSR address is RSAG valid
2. Have you included/checked the following items:
    - Previously unassigned PON on LSR
    - Unique REF NUMs on all associated forms for LSR
    - Minimum required fields are complete
  3. Is there a Q-account for each OCN registered at the NPAC and stated on the LSR in the CC field?
  4. Were BellSouth Standard Due Date Intervals followed when assigning the Desired Due Date? (Refer to BellSouth Products and Services Interval Guide.)

#### 5. NPAC Communication

Do not send NPAC messages (e.g., Create or Modify) prior to receipt of FOC. (For original LSR or SUP LSR)

6. The Create SV should be sent immediately upon receipt of FOC by the CLEC for all TNs on the LSR.
7. Does the Due Date on Create message must match Due Date on FOC sent by BST?
8. For any change in the Due Date to port numbers, a SUP LSR must be sent to BellSouth LCSC prior to sending a Modify message to NPAC. Any other changes, such as Cancellations, also require a SUP LSR.
9. Does the Due Time have setting of 00:00?

#### 10. E911 Lockdown

The Migrate message to lock records at an E911 SCC should be sent after the Activate message is sent to NPAC.

**Note:** This list is not all inclusive, but highlights the actions which would most contribute to the submission of a valid LSR.



## 9. Glossary of LNP Terms

### 9.1 Glossary of LNP Terms

Advanced Intelligent Network (AIN)	Evolving, service-independent network architecture that provides important new capabilities for rapid creation of customized telecommunications services. AIN offers one way for a network element to query a central database to obtain local number portability routing information.
BST	Acronym used to indicate BellSouth.
Central Office (CO)	An environmentally controlled space in which a telecommunications network switching system and other associated operating systems are installed.
Central Office Exchange (CENTREX)	A telephone service offered by LSPs that provides the end-user with advanced features and services from the LSPs EO
Clarification	Requested by BellSouth LCSC when an CLEC LSR contains incomplete or inaccurate information which requires further documentation from the CLEC to allow order processing to continue.
Competitive Local Exchange Carrier (CLEC)	A new entrant into a market where there is already an incumbent LEC (ILEC) providing local phone service.
Conflict	An SV status which indicates that an error has occurred in the ordering process which will require further CLEC action for BellSouth to resume order processing. For example, BST will place SV in conflict if CLEC sends a Create SV before an FOC has been issued.
Directory Number (DN)	An end-user's telephone number, also known as a TN. In its most restrictive definition, an end-user number which is listed in a directory or with directory assistance.
Donor Switch	Switch/Office/Exchange Refers to the local switch from which an end-user was served, prior to changing SPs.

End Office (EO)	A switching system used to provide local service for a local telephone company; also known as a central office. End offices are typically equipped with both line and trunk terminations.
Fall-Out	Human eyes are needed to review the order, e.g. with a partial migration.
Fatal Reject	A type of error which suggests that the minimal requirements of an LSR were not fulfilled. For example, a missing required field or a duplicate PON. A Fatal Reject will not allow the CLEC order to be processed further by the BellSouth LCSC.
Federal Communications Commission (FCC)	Congressionally credited governmental agency with the responsibility to direct the U.S. national and international telecommunications regulatory environment.
Firm Order Confirmation (FOC)	Verification/acknowledgment from one SP to another of receipt of a valid Local Service Request (LSR)
Incumbent Local Exchange Carrier (ILEC)	Typically, the RBOC or independent who services local end-users (prior to a market opening up to local competition)
Intelligent Network (IN)	Hardware and software platform used to provide enhanced voice, video and data services. IN offers one way for a network element to query a central database to obtain local number portability routing information.
Inter-Exchange Carrier (IXC)	A carrier that provides connections between LATAs, between serving areas, and between LATAs and serving areas where the calling or called end-user is located in the United States.
Interim Number Portability (INP)	A temporary solution for porting telephone numbers that routes calls to the CLEC wire center using: <ul style="list-style-type: none"><li>• Remote Call Forwarding (RCF)</li><li>• Direct Inward Dialing (DID)</li><li>• Route Index Hubbing (RTI)</li></ul>
Local Exchange Carrier (LEC)	A company that provides local telephone service. LECs also include independent local telephone companies.

Local Exchange Routing Guide (LERG)	Bellcore administered Network Routing and V&H Coordinate information for U.S. Telecommunications Industry and others.
Local Number Portability (LNP)	Provides end users with the ability to retain their numbers when they change their local service provider.
Local Number Portability Gateway (LNP GW)	A BellSouth System created to support LNP that: <ul style="list-style-type: none"><li>• includes desktop application for LCSC Service Representatives.</li><li>• is used to process LNP LSR's on-line.</li><li>• communicates with the NPAC.</li><li>• interfaces with the AIN database to update call routing information.</li></ul>
Local Service Management System (LSMS)	The LSP owned network database which holds downloaded ported number information.
Local Service Provider (LSP)	A company that provides basic local telephone service.
Location Routing Number (LRN)	A routing code that is: <ul style="list-style-type: none"><li>• unique</li><li>• 10 digits</li><li>• identifies the switch in which a ported number resides.</li></ul> LRN utilizes AIN triggers, SS7 signaling, and unique 10-digit code for switch identification.
Lockheed-Martin IMS (LM-IMS)	The neutral third-party administrator for the LNP database NPAC.
New Service Provider (NSP)	Subscribers selection of exchange carrier that will be providing dial tone. This will usually be the exchange carrier that is not the default SP for the NPA NXX. This would be the recipient switch for the porting of a number when the end-user is being ported. When the end-user is changing from ported to non-porting the NSP would be the donor switch.
Non-Portable Number	Numbers are those that have not been designated as ported exchanges or portable capabilities in the LERG.
North American Numbering Council (NANC)	FCC -mandated task force assigned to oversee NPAC and NANP administration for the U.S. telecommunications industry.



North American Numbering Plan (NANP)	A plan for the allocation of unique 10 digit address numbers. The numbers consist of a 3 digit area (numbering plan area) code, a 3 digit office code, and a 4 digit line number. The plan also extends to format variations (e.g., 3 digit and 7 digit address), prefixes (e.g., 1, 0, 01 and 011), and special code applications (e.g., Service Access Codes).
Number Portability Administration Center (NPAC)	A neutral third party vendor contracted by BellSouth and the CLEC's to: <ul style="list-style-type: none"><li>• maintain the master database for LNP.</li><li>• coordinate the flow of information between service providers.</li></ul>
Numbering Plan Area (NPA)	A defined geographic area identified by a unique three digit code used in the North American Numbering Plan Area.
NXX	End Office Code A three digit code used to identify a central office exchange. However, in a portable environment the last 4 digits or the 7-digit telephone number may not always reside in the central office exchange to which the NXX was natively assigned.
Plain Old Telephone Service (POTS)	Basic residence or business telephone service which provides users with simple telephone features or service.
Port In	A term used with Local Number Portability to indicate that a customer is changing his facility based local service provider from a CLEC to BellSouth and wishes to keep his same telephone number.
Port Out	A term used with Local Number Portability to indicate that a BellSouth customer is taking his telephone number with him to another facility based local service provider.
Portability	The ability of the user to change local telephone companies, location and/or service without changing the telephone number.

Portable Number	Those numbers within an exchange that have portable capabilities and are assigned to a designated portable exchange. These are the numbers that are assigned to the designated default switch and have not been ported to another LSP. These numbers are commonly identified as working on the "Donor" switch. Portable numbers are all numbers in an NXX where portability is allowed. Numbers will be declared portable on an NXX basis.
Ported Number	Those that have been assigned to other LSPs providing recipient switch access for Portable exchanges. This is commonly termed as the numbers assigned to the "Recipient" switches. The "Recipient" switch is not the default switch in the SCP. Ported numbers are the subset of portable numbers that have actually been moved from the LERG based switch (donor) to another switch (recipient).
Private Branch Exchange (PBX)	System typically installed in a business that serves as the central telephone system for that business and which may provide certain enhanced services for that business.
Recipient Switch	Switch/Office/Exchange — Refers to local end office switch to which an end-user is served, after changing SPs.
Remote Call Forwarding (RCF)	LNP deployment model generally viewed as an interim solution. For customers changing their local telephone company and wanting to keep their phone number, routes all incoming calls to the old company switch first. Then the calls are forwarded to a new phone
SCC	Neutral third party responsible for the E911 database administration. (SCC is not an abbreviation.)
Service Management System (SMS)	Computer facility permitting access to records contained in the number portability database. Receives Number Ported messages from NPAC.
Service Order Administration (SOA)	Interface to the NPAC for porting end-user TNs. Receives create and sends concurrence SVs.
Service Provider (SP)	A company that provides telephone service.
Subscription Version (SV)	A message that flows through the NPAC to provide information regarding LNP.

Telecommunications Access Gateway  
(TAG)

TAG is a transaction based messaging system with data translation. TAG provides a by-directional flow of information between the CLEC and BellSouth, and gives the CLEC access to pre-ordering and ordering functionality.

Toll Message Rate Center (TMRC)

A uniquely defined geographic area:

- created to allow for the proper rating of toll and message charges.
- appears in LERG for a wire center/switch.

Trigger Order

6-Digit Trigger – identifies NPA XXX that is portable and causes querying. 10-Digit Trigger – end-users' telephone number. This trigger causes look up process so when the 10-digit trigger is dialed the call is routed through AIN to the SS7 database.

**Note:** "Trigger" is not available for all service types.

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Florida										Attachment: 5		Exhibit: B										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: Any element that can be ordered electronically will be billed according to the SOMEc rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEc rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																						
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF</b>																						
	RCF, per number ported (Business Line)				TNPBL	2.05	0.4145	0.4145	0.0415	0.0415	1.52	11.90		1.83	1.83							
	RCF, per number ported (Residence Line)				TNPRL	2.05	0.4145	0.4145	0.0415	0.0415	1.52	11.90		1.83	1.83							
	RCF, Per Additional Path					0.7179																
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID</b>																						
	DID per number ported (Residence)				TNPDR		0.6923	0.6923	0.6923	0.6923	1.52	11.90		1.83	1.83							
	DID per number ported (Business)				TNPDB		0.6923	0.6923	0.6923	0.6923	1.52	11.90		1.83	1.83							
	DID, per trunk termination, Initial				TNPT2	54.95	161.29	80.58	32.73	32.73	1.52	11.90		1.83	1.83							
<b>SERVICE PROVIDER NUMBER PORTABILITY (RIPH)</b>																						
	RIPH, Functionality, Per Rearrangement						20.08	20.08			1.52	11.90		1.83	1.83							
	RIPH, Per Number Ported					1.83	0.2165	0.2165	0.0216	0.0216	1.52	11.90		1.83	1.83							
	RIPH, Functionality, Per Central Ofc						90.47	90.47	2.54	2.54	1.52	11.90		1.83	1.83							

**ATTACHMENT 6**  
**CONNECTIVITY BILLING AND RECORDING**

July 15, 2002

**ATTACHMENT 6**

**CONNECTIVITY BILLING AND RECORDING**

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## **CONNECTIVITY BILLING AND RECORDING**

### **1. GENERAL**

- 1.1 This Section describes the requirements for BellSouth to bill and record all charges Supra Telecom incurs for purchasing: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to Supra Telecom's network; (c) certain unbundled Network Elements and certain combinations of such unbundled Network Elements (Network Elements and Combinations) (resale, interconnection, Network Elements and Combinations shall collectively be referred to as "Billed Services"); and to provide Meet Point Billing and Mutual Compensation.
- 1.2 After receiving certification as a local exchange company from the appropriate regulatory agency, Supra Telecom will provide the appropriate BellSouth service center the necessary documentation in order for BellSouth to establish service for Supra Telecom.
- 1.3 Prior to submitting orders to BellSouth for local service, a master account must be established for Supra Telecom. Supra Telecom is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 1.4 Payment of all charges will be the responsibility of Supra Telecom. Supra Telecom shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Supra Telecom from Supra Telecom's end user. BellSouth will not become involved in billing disputes that may arise between Supra Telecom and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.5 Upon proof of tax exempt certification from Supra Telecom, the total amount billed to Supra Telecom will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. Supra Telecom will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to Supra Telecom's end user.
- 1.6 BellSouth will not perform billing and collection services for Supra Telecom as a result of the execution of this Agreement. All requests

for billing services should be referred to the appropriate entity or operational group within BellSouth.

## **2. BILLABLE INFORMATION AND CHARGES**

- 2.1 BellSouth will bill and record in accordance with this Agreement those charges Supra Telecom incurs as a result of Supra Telecom's purchasing Billed Services from BellSouth. BellSouth will bill charges for Billed Services through Carriers Access Billing System ("CABS") or in the CABS format. BellSouth will format all bills in CBOS Standard or CRIS/CLUB format, depending on the type of service ordered, and will include sufficient bill detail to identify the particular services ordered. For those Billed Services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 2.2 BellSouth shall provide Supra Telecom a monthly bill that includes all charges incurred by and credits and/or adjustments due to Supra Telecom for those Billed Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to Supra Telecom shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date, except for detail usage for resold services which could extend beyond the current bill date, which are: per use vertical services, directory services, operator charges, IntraLATA toll and optional calling plans, excluding Watsaver® Service; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments. Each bill shall set forth the quantity and description of each such Billed Services billed to Supra Telecom. All charges billed to Supra Telecom must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of cross boundary exchanges has been provided to Supra Telecom.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to Supra Telecom and must be a valid calendar date. Bills shall not be rendered for any charges which are incurred after the applicable statute of limitations has run or as stated in any Access Billing Supplier Quality Certification Operating Agreement. Until an Access Billing Supplier Quality Certification Operating Agreement is developed, the statute of limitations will apply. In addition, on each bill where "Jurisdiction" is identified, local charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and



through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.

- 2.4 Charges for Billed Services shall be in conversation seconds for those services that are billed based on conversation time. For resold services, charges will be billed in accordance with retail billing standards. For other than resold services, the total seconds per chargeable rate element per end office will be totaled and rounded to the nearest whole minute. The incremental seconds per chargeable rate element per end office will be totaled and rounded to the next whole minute. Self reporting factors such as PLU and PIU will be used to determine jurisdiction of unidentifiable traffic.
- 2.5 Billing Account Numbers (“BANS”) will be established in accordance with BellSouth billing policy and OBF standards. The BellSouth billing policy in effect at the time this Agreement is signed will govern the billing account structure during the term of this Agreement. BellSouth will provide such policy to Supra Telecom at such time. Changes to the BellSouth billing policy will be co-ordinated with Supra Telecom and the Supra Telecom Account Team to ensure that Supra Telecom will not be adversely impacted by such changes. Supra Telecom may request that certain categories of charges be included in separate bills which are to be sent to different billing addresses. Supra Telecom will submit such request through the Bona Fide Request/New Business Request (“BFR/NBR”) process set forth in Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 6. Billing questions subsequent to implementation will be directed to the appropriate BellSouth billing specialist.

### **3. MEET POINT BILLING**

- 3.1 Where appropriate, Supra Telecom and BellSouth will establish meet-point billing (“MPB”) arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF’s MECAB and MECOD documents, except as modified herein. Both Parties will individually and collectively maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

- 3.2 Supra Telecom and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the jointly provided switched exchange access service provided by Supra Telecom or BellSouth.
- 3.3 BellSouth shall provide to Supra Telecom the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of Supra Telecom's network in a Supra Telecom/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to Supra Telecom in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of Supra Telecom's network in a Supra Telecom/BellSouth MPB arrangement, and for whom BellSouth must supply to Supra Telecom MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to Supra Telecom for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and Supra Telecom.
- 3.4 BellSouth and Supra Telecom agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges. BellSouth and Supra Telecom agree that in a MPB arrangement, where transport is jointly provided, and/or the tandem is owned by one Party and the end office is owned by the other Party, charges will be billed using tariff rates and in accordance to MECAB guidelines.
- 3.5 BellSouth and Supra Telecom will record and transmit switched exchange access service records in accordance with the MECAB standards. Such data shall be transmitted to the other Party within ten (10) days of its recording. BellSouth and Supra Telecom will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Agreement. Each Party will notify the other if the level

of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

- 3.6 If MPB data is not processed and delivered by either BellSouth or Supra Telecom and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 3.8 Errors in MPB data exchanged by the Parties may be discovered by Supra Telecom, BellSouth or the billable IXC. Both Supra Telecom and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrecable errors or otherwise, the Parties shall follow the procedures set forth in Section 15 of this Attachment 6.
- 3.9 Both Parties will provide the other a single point of contact to handle any MPB questions.
- 3.10 MPB will apply for all traffic bearing the 500, 700, 900, 8YY or any other non-geographic NPA which may be likewise designated for such traffic in the future.

#### **4. COLLOCATION**

- 4.1 When Supra Telecom collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to Supra Telecom pursuant to this Attachment 6. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by Supra Telecom for payment. All other non-capital recurring collocation

expenses shall be billed to Supra Telecom in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

**5. RIGHT-OF-WAY**

- 5.1 Billing for right-of-way, poles and conduits will be addressed in Attachment 8 of this Agreement, incorporated herein by this reference.

**6. INFORMATION SERVICES**

- 6.1 The transport for 976 and other information services calls will be billed in accordance with the reciprocal compensation arrangement described in Attachment 3 of this Agreement, incorporated herein by this reference.

**7. LOCAL NUMBER PORTABILITY**

- 7.1 When an IXC terminates an interLATA or intraLATA toll call to an Supra Telecom local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that Supra Telecom shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any Service Provider Number Portability ("SPNP") fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an Supra Telecom local exchange customer whose telephone number has been ported from BellSouth, and is terminated on Supra Telecom's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

**8. ISSUANCE OF BILLS - GENERAL [ISSUE 42: OPEN**

- 8.1 BellSouth and Supra Telecom will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and Supra Telecom will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"). Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to

month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as Supra Telecom shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 8.2 The bill date must be present on each bill transmitted by the Parties. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the bill date. However, both Parties recognize that situations exist that would necessitate billing beyond the one year limit as permitted by law. These exceptions include:
- 1) If the bill is in dispute;
  - 2) If the meet point billing guidelines require either Party to rely on records provided by the other Party;
  - 3) If customer provided data such as PLU or PIU factors or other ordering data is incorrect.
- 8.3 BellSouth and Supra Telecom shall issue all CABS bills or bills in CBOS format containing such billing data and information in accordance with the most current version of CBOS, or if development time is required, within two (2) versions of the current CBOS standard. To the extent that there are no CBOS or MECAB standards governing the formatting of certain data, such data shall be issued in the format as mutually agreed upon by the parties.
- 8.4 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

8.5 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. Supra Telecom and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 6.

**9. ELECTRONIC TRANSMISSIONS**

9.1 BellSouth and Supra Telecom agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. Supra Telecom data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with Supra Telecom, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide Supra Telecom/Alpharetta its CONNECT:Direct Node ID and corresponding IP Address before the first transmission of data via CONNECT:Direct. Supra Telecom's CONNECT:Direct Node ID is "SUPRA\_CDIRECT" and IP Address is 208.153.144.142 is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. Supra Telecom will supply to BellSouth the SNODE ID and password where applicable before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

9.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR), MEGA, JBILL, TDGXX (XX=Bill Period), or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) or CSR (Customer Service Record)

**10. TAPE OR PAPER TRANSMISSIONS**

10.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by Supra Telecom and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO Supra Telecom:

Tape Transmissions via U.S. Mail:	Supra Telecom
Tape Transmissions via Overnight Delivery:	Supra Telecom

Paper Transmissions via U.S. Mail:	Supra Telecom
Paper Transmissions via Overnight Delivery:	Supra Telecom

TO BellSouth:

Tape Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center
Paper Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center

- 10.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any billing tapes in tape canisters.
- 10.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. Supra Telecom reserves the right to destroy a tape that has been determined to have unrecoverable errors. Supra Telecom also reserves the right to replace a tape with one of equal or better quality.
- 10.4 Billing data tapes shall follow CBOS standards.



- 10.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.
- 10.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

<b>Volume 1</b>	<b>Volume label</b>
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

- 10.7 The Standard Volume Label Format (Vol. 1) is described below:

<b>FIELD NAME</b>	<b>CONTENTS</b>
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.

Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.
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10.8 The IBM Standard Dataset Label 1 Format (HDR1, EOVI, EOF1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	Three characters that identify the label are: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.
Dataset Identifier (17 bytes)	The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.
Dataset Serial Number (6 bytes)	The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.
Volume Sequence Number (4 bytes)	A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.
Dataset Sequence Number (4 bytes)	A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.
Generation Number (4 bytes)	If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.

<b>FIELD NAME</b>	<b>CONTENTS</b>
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byydd where: b = blank yy = year(00-99) ddd = day(001-366)
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byydd where: b = blank yy = year (00-99) ddd = day (001-366)
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: 0 No password protection 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined) 3 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

10.9 The IBM Standard Dataset Label 2 Format (HDR2, EOVS2, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows: F Fixed length V Variable length U Undefined length.

Block Length (5 bytes)	A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Block length (must be a multiple of the logical record length in Field 5) Format V - Maximum block length (including the 4 byte length indicator in the block) Format U - Maximum block length.
Record Length (5 bytes)	A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Logical record length Format V - Maximum logical record length (including the 4 byte length indicator in the records) Format U - Zeros.
Tape Density (1 byte)	A code indicating the record density of the tape, as follows: Recording Density DEN Value                      9-Track Tape 3                              1600 (PE) 4                              6250 (GCR) PE - is for phase encoded mode GCR - is for group coded recording mode.
Dataset Position (1 byte)	A code, indicating a volume switch, is as follows: 0 - No volume switch has occurred 1 - A volume switch previously occurred.
Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A     Contains ASCII control characters M     Contains machine control characters b     Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B     Blocked records S     Spanned records R     Blocked and spanned records b     No blocked and no spanned records.

Reserved (8 bytes)	Bytes 40-42 - reserved for future use –should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

**11. TESTING REQUIREMENTS**

11.1 At least thirty (30) calendar days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to Supra Telecom bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with CBOS standards. After receipt of the test data from BellSouth, Supra Telecom will notify BellSouth at least ten (10) days prior to the software release implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CBOS standards, BellSouth shall make the necessary corrections prior to implementation to meet such CBOS standards.

11.2 BellSouth shall provide to Supra Telecom’s Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30005, BellSouth’s originating or state level company code so that it may be added to Supra Telecom’s internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth’s originating or state level company code.

11.3 Test tapes containing the transmitted Supra Telecom billing data and information will be sent during the testing period, per request, to the following location:

Test Tapes:	Supra Telecom
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**12. ADDITIONAL REQUIREMENTS**

12.1 BellSouth agrees that if it transmits data to Supra Telecom in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for Supra Telecom to process billing information and data:

12.1.1 The BAN shall not contain embedded spaces or low values.

12.1.2 The Bill Date shall not contain spaces or non-numeric values.

12.1.3 Each bill must contain at least one detail record.

12.1.4 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

12.1.5 The Invoice Number must not have embedded spaces or low values.

### **13. BILL ACCURACY CERTIFICATION**

13.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, BellSouth will be responsible and accountable for transmitting to Supra Telecom an accurate and current bill. BellSouth agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Billed Services ordered and used by Supra Telecom. Accordingly, at Supra Telecom's option on a connectivity by connectivity basis, Supra Telecom and BellSouth agree to model, for the purposes of this Agreement, the process and methodology for access certification set forth in the Access Billing Supplier Quality Certification Operating Agreement dated August 13, 1993, executed by Supra Telecom and BellSouth which governs certification of access bills for interLATA and intraLATA calls. At the point Supra Telecom and BellSouth mutually agree that pre-certification is complete, all billing disputes will be handled pursuant to a billing supplier quality certification operating agreement to be executed by the Parties.

### **14. PAYMENT OF CHARGES**

14.1 Subject to the terms of this Agreement, Supra Telecom and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as Supra Telecom specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as Supra Telecom specifies), payment will be made on the preceding business day.

14.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and Supra Telecom shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. Supra

Telecom will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to Supra Telecom with only one address to which such payments shall be rendered. In the event Supra Telecom receives multiple bills from BellSouth which are payable on the same date, Supra Telecom may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection if Supra Telecom provides payment advice to BellSouth. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

**15. BILLING DISPUTES**

- 15.1 On a connectivity by connectivity basis and until such time as a pre-certification process is in place, each party agrees to notify the other party in writing upon the discovery of a billing dispute. The disputing party agrees to provide the billing party sufficient documentation to investigate the dispute and may withhold any disputed amounts supported by such documentation. Until documentation is provided all outstanding billed amounts will be considered past due. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the dispute notification date. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute.
- 15.2 If the issues are not resolved within the allotted time frame, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 15.3 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) days after the parties' appointment of designated representatives, the dispute will be resolved in accordance with the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 15.4 If a party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in Section 16 of this Attachment 6. If a party disputes charges and the dispute is resolved in favor of such party, the

other party shall credit the bill of the disputing party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a party disputes charges and the dispute is resolved in favor of the other party, the disputing party shall pay the other party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute.

- 15.5 BellSouth and Supra Telecom may withhold payment of charges disputed in good faith during the pendency of the dispute. BellSouth and Supra may not withhold payment of undisputed charges. BellSouth shall be permitted to disconnect Supra for nonpayment of undisputed charges.

**16. LATE PAYMENT CHARGES**

- 16.1 If either Party fails to remit payment for any charges described in this Attachment 6 by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by Supra Telecom, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs, based upon the service for which payment was not received: for general subscriber services, Section A2 of the General Subscriber Services Tariff; for private line service, Section B2 of the Private Line Service Tariff; and for access service, Section E2 of the Access Service Tariff. For bills rendered by Supra Telecom for payment by BellSouth the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) .one and one-half percent (1 ½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actual made. In no event, however, shall interest be assessed by Supra Telecom on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs.

**17. DISCONTINUANCE OF SERVICE**

- 17.1 The procedures for discontinuing service to an end user are as follows:



- 17.1.1 Where possible, BellSouth will deny service to Supra Telecom's end user on behalf of, and at the request of, Supra Telecom. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Supra Telecom.
- 17.1.2 At the request of Supra Telecom, BellSouth will disconnect a Supra Telecom end user.
- 17.1.3 All requests by Supra Telecom for denial or disconnection of an end user for nonpayment must be in writing.
- 17.1.4 Supra Telecom will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- 17.1.5 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 17.2 The procedures for discontinuing service to Supra Telecom are as follows:
  - 17.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment of undisputed amounts or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities by Supra Telecom.
  - 17.2.2 If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Supra Telecom, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of undisputed amounts is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Supra Telecom to receive notices of noncompliance, and discontinue the provision of existing services to Supra Telecom at any time thereafter.
  - 17.2.3 In the case of such discontinuance, all billed undisputed charges, as well as applicable termination charges, shall become due.
- 17.3 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and Supra Telecom's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Supra Telecom without further notice.
  - 17.3.1 If payment of undisputed charges is not received or arrangements made for payment by the date given in the written notification, Supra

Telecom's services will be discontinued. Upon discontinuance of service on a Supra Telecom's account, service to Supra Telecom's end users will be denied. BellSouth will also reestablish service at the request of the end user or Supra Telecom upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Supra Telecom is solely responsible for notifying the end user of the proposed disconnection of the service.

- 17.3.2 If within fifteen days after an end user's service has been denied, Supra Telecom has not contacted BellSouth in reference to restoring service, the end user's service will be disconnected.

## **18. ADJUSTMENTS**

- 18.1 Subject to the terms of this Attachment 6, BellSouth will adjust incorrect billing charges to Supra Telecom. Such adjustments shall be set forth in the appropriate section of the bill pursuant to CBOS or CLUB/EDI standards.

## **19. REVENUE PROTECTION**

- 19.1 Where BellSouth services are being resold and where Supra Telecom is using a BellSouth port, Supra Telecom will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 800, 900, and 976 numbers.
- 19.2 The Party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other Party shall be liable for the amount of the revenues lost by the Party unable to bill or collect the revenues less costs that would have been incurred from gaining such revenues.
- 19.3 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of the Party having such administrative control.
- 19.4 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such

unbillable or uncollectible revenue results from the gross negligence or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

**20. PROVISION OF CUSTOMER USAGE DATA**

- 20.1 This Section sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data to Supra Telecom.
- 20.1.1 BellSouth shall provide Supra with billing records in compliance with EMI specifications, including all EMI standard records and fields applicable to that call type. All such billing records shall be delivered to Supra Telecom in CABS format.
- 20.2 Rates for usage files provided by either Party are found in Exhibit A to this Attachment 6, incorporated herein by this reference.
- 20.3 Line Information Database ("LIDB") is a database system designed to provide for validation of calling card and other billing information. LIDB provides screening validation on operator assisted calls on billing number records and is offered under a separate agreement. The Parties' agreement relating to LIDB Storage is included as Exhibit B to this Attachment 6, incorporated herein by this reference.
- 20.4 RAO Hosting is the process by which a telecommunications company agrees to "host" another company solely for the purpose of message exchange over the Centralized Message Distribution System ("CMDS"). RAO Hosting includes the following: RAO Code Assignment, Message Exchange via the CMDS system, and Inter-Company Settlements. The Parties' RAO Hosting Agreement is included as Exhibit C to this Attachment 6, incorporated herein by this reference.
- 20.5 Optional Daily Usage File ("ODUF") contains billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to the Supra Telecom account. The Parties' ODUF agreement is included as Exhibit D to this Attachment 6, incorporated herein by this reference.
- 20.6 Enhanced Optional Daily Usage File ("EODUF") provides usage data for local calls originating from resold Flat Rate Business and Residential Lines. The Parties' EODUF agreement is included as Exhibit E to this Attachment 6, incorporated herein by this reference.
- 20.7 Access Daily Usage File ("ADUF") contains access messages associated with a port that Supra Telecom has purchased from

BellSouth. The Parties' ADUF agreement is included as Exhibit F to this Attachment 6, incorporated herein by this reference.

**21. LOCAL ACCOUNT MAINTENANCE**

- 21.1 When BellSouth provides unbundled local switching to Supra Telecom (e.g., where Supra Telecom is reselling BellSouth's services or is employing loop port combination to provide local service) BellSouth shall provide local account maintenance information and service as described herein.
- 21.2 When notified by a CLEC (or from the end user to change to the ILEC service) that an Supra Telecom end user has switched its local service to the other CLEC's service (or to BellSouth), BellSouth shall send Supra Telecom a loss notification message to inform Supra Telecom that its end user has switched to another CLEC (or to BellSouth). The Parties agree to utilize LSOG4 or the most current industry ordering guideline standard established by the OBF that contains the loss notification message.
- 21.3 BellSouth shall send loss notification messages to Supra Telecom six (6) days a week using the applicable release of EDI as the electronic medium for transmitting the loss notification message.
- 21.4 BellSouth shall accept and process intraLATA and interLATA PIC changes sent by Supra Telecom. When an Supra Telecom local end user switches its IXC, Supra Telecom will enter the PIC change into the current local order system, and will generate an intraLATA or interLATA PIC Service Change Order that will be sent to BellSouth for provisioning over the existing ordering gateway.
- 21.5 When Supra Telecom is notified by an intraLATA or interLATA carrier using a Transaction Code ("TC") "01" PIC order record than an Supra Telecom local end user has changed its intraLATA or interLATA PIC, BellSouth shall reject the order and notify the intraLATA or interLATA carrier that a CARE PIC record should be sent to Supra Telecom. BellSouth shall notify the intraLATA or interLATA carrier by creating a '3148' (for resale or UNE-P) or a '3150' (for ported numbers) reject transaction record, and shall populate the Supra Telecom provided Supra Telecom Operating Company Code on the reject record. The intraLATA and interLATA carrier should redirect the TC01 order to Supra Telecom for processing the PIC.

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

**1. SCOPE**

- 1.1 This Exhibit sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Supra Telecom and pursuant to which BellSouth, its LIDB customers and Supra Telecom shall have access to such information. Supra Telecom understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Exhibit, shall be available to those telecommunications service providers.
- 1.2 Definitions
- 1.2.1 Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 1.2.2 Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 1.2.3 Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- 1.2.4 Calling Card number - a billing number plus PIN number assigned by BellSouth.
- 1.2.5 PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- 1.2.6 Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

- 1.2.7 Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 1.2.8 Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 1.2.9 Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the Local Exchange Company.
- 1.3 LIDB is accessed for the following purposes:
- Billed Number Screening
  - Calling Card Validation
  - Fraud Control
- 1.4.1 BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Supra Telecom within 2 hours of fraud alerts so that the Supra Telecom may take action it deems appropriate. At Supra Telecom's request, BellSouth shall block and restrict calling card, third party billing and collect call, and validation in its LIDB within two (2) hours of receiving Supra Telecom's request. Local Exchange Company understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Exhibit, in the same manner as BellSouth's data for BellSouth's end users. BellSouth shall not be responsible to Supra Telecom for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.
- 1.4.2 Supra Telecom understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Supra Telecom further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Supra Telecom understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in

the LIDB and such data which it includes in the LIDB on Supra Telecom's behalf pursuant to this Exhibit. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Supra Telecom's data from BellSouth's data and the Parties execute appropriate amendments hereto, the following terms and conditions shall apply:

- 1.4.2.1 Supra Telecom agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Supra Telecom's end user accounts which are resident in LIDB pursuant to this Exhibit. Supra Telecom's authorizes BellSouth to place such charges on Supra Telecom's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Supra Telecom hereby takes responsibility include, but are not limited to, collect and third number calls.
- 1.4.2.2 Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- 1.4.2.3 Supra Telecom shall have the responsibility to render a billing statement to its end users for these charges, but Supra Telecom's obligation to pay BellSouth for the charges billed shall be independent of whether Supra Telecom is able or not to collect from the Supra Telecom's end users.
- 1.4.2.4 BellSouth shall not become involved in any disputes between Supra Telecom and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Supra Telecom. It shall be the responsibility of the Supra Telecom and the other entity to negotiate and arrange for any appropriate adjustments.

## **2. FEES FOR SERVICE AND TAXES**

- 2.1 Supra Telecom will not be charged a fee for storage services provided by BellSouth to Supra Telecom, as described in Section I of this Exhibit.

## **3. MISCELLANEOUS**

- 3.1 It is understood and agreed to by the parties that BellSouth may provide similar services to other companies.

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

3.3 This Exhibit constitutes the entire agreement between Supra Telecom and BellSouth which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

#### **4. RESALE**

4.1 This Section sets forth the terms and conditions for Supra Telecom's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Supra Telecom, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section 1.3 of this Exhibit A.

#### 4.2 Responsibilities of Parties

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

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



that Supra Telecom wants to include calling card numbers assigned by Supra Telecom in the BellSouth LIDB, a separate agreement is required.

- 4.2.3 BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- 4.2.4 BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
  - 4.2.4.1 Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
  - 4.2.4.2 Determine whether the Supra Telecom has identified the billing number as one which should not be billed for collect or third number calls, or both.

**RAO HOSTING**

- 1 RAO Hosting, Calling Card and Third Number Settlement System (“CATS”) and Non-Intercompany Settlement System (“NICS”) services provided to Supra Telecom by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth. BellSouth shall provide Supra Telecom with notice of such revisions sixty (60) days prior to implementation.
- 2 Supra Telecom shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3 Applicable compensation amounts will be billed by BellSouth to Supra Telecom on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4 Supra Telecom must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (“CMDS”) interfacing host, require written notification from Supra Telecom to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Supra Telecom and will coordinate all associated conversion activities.
- 5 BellSouth will receive messages from Supra Telecom that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 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 Supra Telecom.
- 7 All data received from Supra Telecom that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to

that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

- 8 All data received from Supra Telecom that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor [currently Telcordia (formerly BellCore)].
- 9 BellSouth will receive messages from the CMDS network that are destined to be processed by Supra Telecom and will forward them to Supra Telecom on a daily basis.
- 10 Transmission of message data between BellSouth and Supra Telecom will be via CONNECT: Direct.
- 11 All messages and related data exchanged between BellSouth and Supra Telecom will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 12 Supra Telecom will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 13 Should it become necessary for Supra Telecom to send data to BellSouth more than sixty (60) days past the message date(s), Supra Telecom will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Supra Telecom to notify all affected Parties.
- 14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Supra Telecom) identified and agreed to, the company responsible for creating the data (BellSouth or Supra Telecom) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could

not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

- 15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Supra Telecom, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Supra Telecom of the error condition. Supra Telecom 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, Supra Telecom will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 16 In association with message distribution service, BellSouth will provide Supra Telecom with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 18 RAO Compensation
- 18.1 Rates for message distribution service provided by BellSouth for Supra Telecom are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.
- 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.
- 18.3 Data circuits (private line or dial-up) will be required between BellSouth and Supra Telecom for the purpose of data transmission. Where a dedicated line is required, Supra Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is

required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecom. Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecom will be the responsibility of Supra Telecom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

- 18.4 All equipment, including modems and software, that is required on Supra Telecom's end for the purpose of data transmission will be the responsibility of Supra Telecom.
- 19 Intercompany Settlements Messages
- 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Supra Telecom as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Supra Telecom and the involved company(ies), unless that company is participating in NICS.
- 19.2 Both traffic that originates outside the BellSouth region by Supra Telecom and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Supra Telecom, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Supra Telecom, involves a company other than Supra Telecom, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once Supra Telecom is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's (formerly BellCore), its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Supra Telecom. BellSouth will distribute copies of these reports to Supra Telecom on a monthly basis.

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- 19.5 BellSouth will receive the monthly CATS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Supra Telecom.  
BellSouth will distribute copies of these reports to Supra Telecom on a monthly basis.
- 19.6 BellSouth will collect the revenue earned by Supra Telecom from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Supra Telecom. BellSouth will remit the revenue billed by Supra Telecom to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of Supra Telecom. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Supra Telecom via a monthly Carrier Access Billing System ("CABS") miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by Supra Telecom within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Supra Telecom. BellSouth will remit the revenue billed by Supra Telecom within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Supra Telecom via a monthly CABS miscellaneous bill.
- 19.8 BellSouth and Supra Telecom agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

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**OPTIONAL DAILY USAGE FILE**

- 1           Upon written request from Supra Telecom, BellSouth will provide the Optional Daily Usage File (“ODUF”) service to Supra Telecom pursuant to the terms and conditions set forth in this section.
- 2           Supra Telecom shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 3           The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an Supra Telecom end user.  
  
Charges for delivery of the Optional Daily Usage File will appear on the Supra Telecoms’ monthly bills. The charges are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.
- 4           The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (“ATIS”) EMI record format.
- 5           Messages that error in the billing system of the Supra Telecom will be the responsibility of the Supra Telecom. If, however, the Supra Telecom should encounter significant volumes of errored messages that prevent processing by the Supra Telecom within its systems, BellSouth will work with the Supra Telecom to determine the source of the errors and the appropriate resolution.
- 6           The following specifications shall apply to the Optional Daily Usage Feed.
  - 6.1           Usage To Be Transmitted
    - 6.1.1          The following messages recorded by BellSouth will be transmitted to the Supra Telecom:
      - message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
      - measured billable Local
      - Directory Assistance messages
      - intraLATA Toll
      - WATS & 800 Service

- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Supra Telecom.
- 6.1.4 In the event that Supra Telecom detects a duplicate on Optional Daily Usage File they receive from BellSouth, Supra Telecom will drop the duplicate message (Supra Telecom will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to Supra Telecom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage 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.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Supra Telecom for the purpose of data transmission. Where a dedicated line is required, Supra Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by



BellSouth and the associated charges assessed to Supra Telecom. Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecom will be the responsibility of Supra Telecom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Supra Telecom end for the purpose of data transmission will be the responsibility of Supra Telecom.

### 6.3 Packing Specifications

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

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Supra Telecom which BellSouth RAO that is sending the message. BellSouth and Supra Telecom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Supra Telecom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

### 6.4 Pack Rejection

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

### 6.5 Control Data

Supra Telecom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Supra Telecom received the pack and the 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 Supra Telecom for reasons stated in the above section.

6.6 Testing

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

**ENHANCED OPTIONAL DAILY USAGE FILE**

- 1 Upon written request from Supra Telecom, BellSouth will provide the Enhanced Optional Daily Usage File ("EODUF") service to Supra Telecom pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 2 Supra Telecom shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 3 The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- 4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on the Supra Telecoms' monthly bills. The charges are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.
- 5 All messages will be in the standard Alliance for Telecommunications Industry Solutions ("ATIS") EMI record format.
- 6 Messages that error in the billing system of the Supra Telecom will be the responsibility of the Supra Telecom. If, however, the Supra Telecom should encounter significant volumes of errored messages that prevent processing by the Supra Telecom within its systems, BellSouth will work with the Supra Telecom to determine the source of the errors and the appropriate resolution.
- 7 The following specifications shall apply to the Optional Daily Usage Feed.
  - 7.1 Usage To Be Transmitted
    - 7.1.1 The following messages recorded by BellSouth will be transmitted to Supra Telecom:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

      - Date of Call
      - From Number
      - To Number

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Connect Time  
Conversation Time  
Method of Recording  
From RAO  
Rate Class  
Message Type  
Billing Indicators  
Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Supra Telecom.
- 7.1.3 In the event that Supra Telecom detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Supra Telecom will drop the duplicate message (Supra Telecom will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
- 7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Supra Telecom over their existing ODUF feed. The EODUF messages will be intermingled among Supra Telecom's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Supra Telecom for the purpose of data transmission. Where a dedicated line is required, Supra Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecom. Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecom will be the responsibility of Supra Telecom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and

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software, that is required on Supra Telecom end for the purpose of data transmission will be the responsibility of Supra Telecom.

7.3 Packing Specifications

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

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

7.3.3 THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

### **Access Daily Usage File**

- 1.1 Upon written request from Supra Telecom, BellSouth will provide the Access Daily Usage File (ADUF) service to Supra Telecom pursuant to the terms and conditions set forth in this section.
- 1.2 The Supra Telecom shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- 1.3 The Access Daily Usage Feed will contain access messages associated with a port that Supra Telecom has purchased from BellSouth
- 1.4 Charges for delivery of the Access Daily Usage File will appear on the Supra Telecoms' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 1.5 Messages that error in the billing system of the Supra Telecom will be the responsibility of the Supra Telecom. If, however, the Supra Telecom should encounter significant volumes of errored messages that prevent processing by the Supra Telecom within its systems, BellSouth will work with the Supra Telecom to determine the source of the errors and the appropriate resolution.
2. **USAGE TO BE TRANSMITTED**
  - 2.1 The following messages recorded by BellSouth will be transmitted to Supra Telecom:
    - 2.2 Recorded originating and terminating interstate and intrastate access records associated with a port.
    - 2.3 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
    - 2.4 When Supra Telecom purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:
      - 2.5 Originating from Network Element and carried by Interexchange Carrier:
      - 2.6 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

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- 2.7 Originating from network element and carried by BellSouth (Supra Telecom is BellSouth's toll customer).
- 2.8 Terminating on network element and carried by Interexchange Carrier:
- 2.9 BellSouth will bill network element to Supra Telecom and send access record to Supra Telecom.
- 2.10 Terminating on network element and carried by BellSouth:
- 2.11 BellSouth will bill network element to Supra Telecom and send access record to Supra Telecom.
- 2.12 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Supra Telecom.
- 2.13 In the event that Supra Telecom detects a duplicate on the Access Daily Usage File they receive from BellSouth, Supra Telecom will drop the duplicate message (Supra Telecom will not return the duplicate to BellSouth.)

### 3. **PHYSICAL FILE CHARACTERISTICS**

- 3.1 The Access Daily Usage File will be distributed to Supra Telecom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format). 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.
- 3.2 Data circuits (private line or dial-up) may be required between BellSouth and Supra Telecom for the purpose of data transmission. Where a dedicated line is required, Supra Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecom. Additionally, all message toll charges

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associated with the use of the dial circuit by Supra Telecom will be the responsibility of Supra Telecom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Supra Telecom end for the purpose of data transmission will be the responsibility of Supra Telecom.

4. **Packing Specifications**

- 4.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 4.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Supra Telecom which BellSouth RAO that is sending the message. BellSouth and Supra Telecom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Supra Telecom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

5. **Pack Rejection**

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

6. **Control Data**

- 6.1 Supra Telecom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Supra Telecom received the pack and the 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 Supra Telecom for reasons stated in the above section.

7. **Testing**

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

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ODUF/ADUF/CMDS - Florida										Attachment: 6		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>ODUF/ADUF/CMDS</b>																						
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>																					
	ADUF: Message Processing, per message				N/A	0.014391																
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012973																
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																					
	ODUF: Recording, per message				N/A	0.0000071																
	ODUF: Message Processing, per message				N/A	0.006835																
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.96																
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010811																
	<b>CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)</b>																					
	CMDS: Message Processing, per message				N/A	0.004																
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001																
	<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																					
	EODUF: Message Processing, per message				N/A	0.229109																
<b>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.</b>																						

**ATTACHMENT 7**  
**INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,**  
**MAINTENANCE AND REPAIR AND PRE-ORDERING**

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**INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,  
MAINTENANCE AND REPAIR AND PRE-ORDERING**

**1. GENERAL CONDITIONS**

1.1 BellSouth shall accept orders for Service and Elements in accordance with the Federal Communications Commission Rules or State Commission Rules. This Attachment 7 sets forth the terms and conditions under which BellSouth will provide Supra Telecom access to the following BellSouth Operations Support Systems (“OSS”) functions. Access to these functions shall be via various interfaces and personnel and may be used by Supra Telecom for pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, which are supported by BellSouth databases, information, and personnel. Ordering of Services and Elements shall be electronic in all instances except where electronic ordering capability has not been developed for the particular Services and Elements being ordered, as long as, BellSouth provisions orders for complex services for itself and ALECs in a like fashion and in substantially the same time and manner, or in the instance where the electronic interface is temporarily unavailable. If the electronic interface is not available, orders may be sent to BellSouth via facsimile, United States Mail, or in a manner otherwise agreed to by the Parties. BellSouth may manually intervene in Supra’s orders in the same manner as it does its own retail orders. In no case will direct access to BellSouth’s OSS be required. BellSouth’s current interfaces to OSS functions are:

<b>Interfaces</b>	<b>Function</b>
<b>EDI, TAG, LENS, LENS99</b>	<b>Ordering</b>
<b>TAG, LENS, LENS99</b>	<b>Pre-order</b>
<b>EDI, TAG, LENS, LENS99, CSOTS</b>	<b>Provisioning</b>
<b>EBI (ECTA), TAFI</b>	<b>Maintenance and Repair</b>
<b>CABS, CRIS, BIBS</b>	<b>Billing and Recording</b>

1.2 BellSouth will provide Supra Telecom with access to the interfaces twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance. BellSouth shall provide Supra Telecom a

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minimum of fifteen (15) calendar days advance notice of any scheduled maintenance.

- 1.3 Downtime shall be scheduled when systems experience minimum usage.
- 1.4 Single Point of Contact (“SPOC”)
  - 1.4.1 BellSouth will provide a SPOC to provide technical support for the interfaces described herein. Supra Telecom will also provide a SPOC for technical issues related to said interfaces.
  - 1.4.2 BellSouth will provide a SPOC for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of BellSouth’s Services and Elements.
  - 1.4.3 BellSouth and Supra Telecom will provide one another with toll-free contact numbers for their respective SPOCs.
- 1.5 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 1.6 BellSouth’s Versioning Policy for Electronic Interfaces. BellSouth’s Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to Supra Telecom, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 1.7 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.
- 1.8 Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to Supra Telecom under this Agreement must be at least equal in quality to that provided by BellSouth to itself and its affiliates. The service standards, measurements and performance incentives applicable to the

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interfaces are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.

- 1.9 Supra Telecom and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions (“ATIS”), including without limitation to the Ordering and Billing Forum (“OBF”) (“ATIS and its associated committees”). Where standard industry formats and data elements are not developed by ATIS and its associated committees, Supra Telecom and BellSouth will use the Change Control Process to address the specific format or data element requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the Change Control Process to determine whether to continue to utilize the non-ATIS and its associated committees standard or format and when to implement the ATIS and its associated committees standard or format.
- 1.10 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier [i.e., PIC, and LPIC changes via Customer Account Record Exchange (“CARE”)], BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (“OCN”) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 1.11 Product and Service Information Management Systems (“PSIMS”). BellSouth shall provide Supra Telecom on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of the features and functions available on an end office-by-office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.
- 1.11.1 Access to other information and/or databases, including but not limited to CSRs, RSAG, and LFACs, shall be made available to Supra via the interfaces described in Section 1.1 above, and BellSouth shall not provide downloads of that information or direct access to such databases.
- 2. PRE-ORDERING**
- 2.1 BellSouth shall provide access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, dispatch and available installation appointments, PIC options for intraLATA and interLATA toll, loop qualification information and end user record information.

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- 2.2 BellSouth shall provide Supra Telecom with non-discriminatory access to the loop qualification information that is available to BellSouth, so that Supra Telecom can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that Supra Telecom intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.
- 2.3 BellSouth and Supra Telecom will provide access to customer service record information where the Parties have the appropriate written authorization from the customer. Neither Party shall be required to present prior written authorization from each customer to the other Party before being allowed access to customer record information. Each Party will issue the other a blanket letter of authorization that states that Supra Telecom and BellSouth will obtain the customer's permission before accessing customer records. Each Party shall retain the letters of authorization from its end users. If BellSouth desires to request a Customer Service Record ("CSR") for an Supra Telecom customer, BellSouth is required to complete a Customer Service Information Query ("CSIQ") form and send via facsimile to Supra Telecom. Supra Telecom will accept CSR requests from BellSouth as acting agent for the customer (BellSouth should retain Letter of Authorization ("LOA") on file). Supra Telecom will provide the CSR and return via facsimile both the CSIQ form and the CSR within 48 hours or 2 business days, if the first of the two days falls on a Friday or a holiday. The work center's facsimile telephone number is (404) 329-2169. Voice inquires on the CSIQ should be directed to (404) 982-6611.

### **3. ORDERING AND PROVISIONING**

- 3.1 BellSouth will recognize Supra Telecom as the customer of record for services ordered by Supra Telecom pursuant to this Agreement and will send all notices, invoices and pertinent information directly to Supra Telecom. Except as otherwise specifically provided in this Agreement, Supra Telecom shall be the single and sole point of contact for all Supra Telecom end users.

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- 3.2 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.
- 3.3 BellSouth will provide access to ordering and provisioning functions via the interfaces as set forth in Section 1.1 of this Attachment 7. To order the services, Supra Telecom will format the service request pursuant to the requirements of the interface utilized.
- 3.4 Supra Telecom may submit, and BellSouth will accept, orders for Services and Elements on a single service request per end user account.
- 3.5 Currently all telecommunications services for resale; unbundled network elements, and interconnection are requested via BellSouth's Local Service Request ("LSR"). The exception to this is an industry wide exception dealing with ordering interconnection local trunking which is ordered on an Access Service Request ("ASR"). Ordering procedures are as outlined in the ordering guide posted on the web. Changes or additions to ordering procedures resulting from new Services and Elements shall be provided to Supra Telecom through its account team and BellSouth's Internet website and shall comply with Section 1.5 of this Attachment, incorporated herein by this reference.
- 3.6 Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record information and placing local service requests shall be as set forth in Exhibit A of Attachment 2 of this Agreement, for submission of LSRs other than resale. No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces utilized by Supra Telecom are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.
- 3.7 Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by Supra Telecom. BellSouth may only charge

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manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives.

- 3.7.1 BellSouth shall purge orders on the 11<sup>th</sup> business day after a clarification request, if a supplemental LSR is not submitted by Supra that is responsive to the clarification request on the original LSR. BellSouth will not provide notification of the purge provided the BellSouth Business Rules are available to Supra.
- 3.8 BellSouth shall provide all ordering and provisioning services to Supra Telecom during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Ordering and provisioning support required by Supra Telecom outside of these hours will be considered outside of normal business hours and will be subject to overtime billing.
- 3.9 If Supra Telecom requests that BellSouth perform provisioning services at times or on days other than as required in the preceding sentence, BellSouth shall provide Supra Telecom a quote for such services consistent with the provisions set forth in Exhibit A of Attachment 2 of this Agreement, incorporated herein by this reference.
- 3.10 To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Supra Telecom will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Supra Telecom wishes to reinstate an order, Supra Telecom may be required to submit a new service order.
- 3.11 Upon request from Supra Telecom, and consistent with the provisions set forth in Attachment 2 of this Agreement, incorporated herein by this reference, BellSouth will provide an intercept referral message for any order for Services and Elements which include any new Supra Telecom telephone number.
- 3.12 BellSouth will provide Supra Telecom with a Firm Order Confirmation ("FOC") in compliance with the provisions of Attachment 9 of this Agreement, incorporated herein by this reference. The FOC will provide Supra Telecom with the BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service). Additional specific data may also be provided, if appropriate.
- 3.13 Supra Telecom will specify on each order its Desired Due Date ("DDD") for completion of that particular order. BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will notify Supra Telecom if the DDD

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cannot be met. BellSouth will make best effort to meet the DDD for service requests.

- 3.14 If, during the provisioning visit to the Supra Telecom end user premises, the Supra Telecom end user requests additional work, BellSouth will contact Supra Telecom for authorization to perform said work; will provide an estimate of time and materials required; will quote time and charges at the completion of the visit; and will notify Supra Telecom if a subsequent visit is required.
- 3.14.1 Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, Supra Telecom must request the expedite through the appropriate BellSouth service center on the appropriate service request form. The BellSouth service center will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The BellSouth service center will advise Supra Telecom of this date on the FOC. If the date on the FOC does not meet Supra Telecom's expedited request, Supra Telecom may escalate to the appropriate center. BellSouth may bill expedite charges for expedited due date and will advise Supra Telecom of any charges at the time the offered date is provided. However, Supra is not required to pay for expedited service when BellSouth provides the service after the promised expedited date, but prior to BellSouth's standard interval. BellSouth will provide an escalation list to Supra Telecom containing the names and numbers of the appropriate personnel escalations are to be referred.
- 3.15 When Supra Telecom orders Services and Elements electronically pursuant to this Agreement, BellSouth shall provide notification electronically of any instances when (1) BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any service, (2) an order contains Rejections/Errors in any of the data element(s) fields, or (3) completion notice. When Supra Telecom orders Services and Elements pursuant to this Agreement manually, BellSouth shall provide notification in the same manner in which it was sent of any instances when an order contains Rejections/Errors in any of the data element(s) fields. Any other notification or request for manual orders shall be available through BellSouth's Internet web site. Such notice will be made as soon as the jeopardy or reject is identified. When BellSouth rejects or clarifies a local service request (LSR), BellSouth shall identify all readily apparent errors in the LSR. However, because it may not be technically feasible for BellSouth to process the LSR

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beyond the point where the rejection occurred, BellSouth shall only be required to identify the error that triggered the rejection.

- 3.16 BellSouth and Supra Telecom will perform co-operative testing (including trouble shooting to isolate problems) to test any Services and Elements purchased by Supra Telecom pursuant to this Agreement in order to identify any performance problems identified at turn-up of the Services and Elements.
- 3.17 Where BellSouth provides installation on behalf of Supra Telecom, BellSouth shall advise the Supra Telecom end user to notify Supra Telecom immediately if the Supra Telecom end user requests a service change at the time of installation.
- 3.18 Upon Supra Telecom's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.
- 3.19 Unless otherwise ordered by Supra Telecom, when Supra Telecom orders Services and Elements pursuant to this Agreement, all pre-assigned trunk or telephone numbers currently associated with those Services and Elements shall be retained without loss of switched based features where such features exist. Supra Telecom shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

#### **4. MAINTENANCE**

- 4.1 BellSouth shall perform maintenance functions for all Services and Elements provided pursuant to this Agreement in accordance with the terms and conditions of this Attachment 7 and as set forth in the Operational Understanding between BellSouth and Supra Telecom Maintenance Centers ("Operational Understanding"), incorporated herein by this reference.
- 4.2 BellSouth shall provide Supra Telecom with access to maintenance and repair functions through its TAFI and EBI/ECTA interfaces.
  - 4.2.1 The functionality provided through the EBI/ECTA interface shall be as set forth in the adopted applicable national standards.
  - 4.2.2 When providing repair service for an Supra Telecom end user, the TAFI interface shall allow Supra Telecom personnel to: (i) enter a trouble ticket into the BellSouth maintenance system; (ii) track the current status on all Supra Telecom end user repair tickets; (iii)

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receive "estimated time to repair" on a real time basis; (iv) if the trouble is feature related, display a list of the products and services that are programmed on a resold line or loop/port combination; (v) cause TAFI to perform an electronic test at the time of ticket entry and to display the test results on the screen; (vi) display pending orders associated with a resold line or loop/port combination; (vii) view the LMOS trouble report; (viii) query the switch serving the resold line or loop/port combination and view the current central office translations associated with said line or combination; (ix) view both abbreviated and extended trouble histories for a resold line or loop/port combination record in LMOS; (x) view the end user's resold line or loop/port combination record in LMOS; (xi) if the trouble is feature related, add or delete features to a resold line or loop/port combination; and (xii) route a repair ticket to the appropriate BellSouth work group for trouble handling (e.g., field dispatch, central office dispatch, further analysis of trouble by BellSouth personnel).

- 4.3 BellSouth service technicians shall provide to Supra Telecom end users repair service that is at least equal in quality to that provided to BellSouth end users and trouble calls from Supra Telecom shall receive response time priority that is at least equal to that of BellSouth end users and shall be handled on a "first come first served" basis regardless of whether the end user is an Supra Telecom end user or a BellSouth end user.
- 4.4 For services provided through resale, BellSouth agrees to provide Supra Telecom with scheduled maintenance for residence and small business end users consistent with the Operational Understanding. BellSouth agrees to provide Supra Telecom written notification of Central Office conversions and such conversions consistent with the Operational Understanding.
- 4.5 Maintenance charges for premises visits by BellSouth technicians shall be billed by Supra Telecom to its end user, and not by BellSouth. The BellSouth technician shall, (i) contact Supra Telecom for authorization, (ii) provide an estimate of time and materials required, (iii) quote time and charges at the completion of the repair visit to the end user, (iv) notify Supra Telecom if a subsequent visit is required. BellSouth will bill maintenance charges for premises visits to Supra Telecom.
- 4.6 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the end user with a form that is consistent with Section 19 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, detailing the time

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spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary, in which case, BellSouth technician shall make an additional appointment with the end user. The BellSouth technician shall obtain the end user's signature upon said form, and then use the signed form to input maintenance charges into BellSouth's billing database.

**5. OPERATIONAL READINESS TEST ("ORT")**

- 5.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct Operational Readiness Testing ("ORT") which will allow for the testing of the systems, interfaces, and processes for the OSS functions.
- 5.2 For each OSS training class offered by BellSouth, Supra Telecom shall receive at no cost, one seat per class per year. Job aids for updates to such OSS training information are available to Supra Telecom on the BST Website
- 5.3 Prior to live system usage, Supra Telecom will complete user education classes for BellSouth-provided interfaces that affect the BellSouth network.

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ATTACHMENT 8

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

*Between*

**BELLSOUTH TELECOMMUNICATIONS, INC.**  
*(Licensor)*

*And*

**Supra Telecommunications and Information Systems, Inc.**  
*(Licensee)*

Licensee desires to conduct business in the following area(s):

AL    KY    LA    MS    TN    FL    GA    NC    SC

or

BellSouth Region

**BELLSOUTH License Agreement Number -** \_\_\_\_\_

\_\_\_\_\_

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## RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment 8 sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's poles, ducts, conduits and rights-of-way, pursuant to the Act.

### 1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in Sections 1.1 through 1.29.

- 1.1 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.
- 1.2 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 1.3 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151, et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in Section 1.23 following.
- 1.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".
- 1.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

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- 1.6 Conduit occupancy. The terms “conduit occupancy” and “occupancy” refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth’s conduit system.
- 1.7 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Attachment 8, the term refers to conduit systems owned or controlled by BellSouth.
- 1.8 Cost. The term “cost” as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.
- 1.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment 8, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.
- 1.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 1.11 The acronym "FCC" refers to the Federal Communications Commission.
- 1.12 Inner-Duct. The term “inner-duct” refers to a pathway created by subdividing a duct into smaller channels.
- 1.13 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.
- 1.14 Licensee. The term “licensee” refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.
- 1.15 Lashing. The term "lashing" refers to the attachment of a licensee’s sheath or inner-duct to a supporting strand.
- 1.16 License. The term "license" refers to any license issued pursuant to this Attachment 8 and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Attachment 8.
- 1.17 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of Licensee's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of

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existing facilities on a pole or in a conduit system where such work is required solely to accommodate Licensee's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of Licensee's facilities.

- 1.18 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.
- 1.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.
- 1.20 Person acting on Licensee's behalf. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.
- 1.21 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.22 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

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- 1.23 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.24 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate Licensee's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate Licensee's facilities.
- 1.25 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.26 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.27 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, Licensee, or a third party for maintenance, repair, or emergency restoration.
- 1.28 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State in which the access to BellSouth poles, ducts, conduits or rights-of-way, granted pursuant to this Attachment 8, occurs or attachment is located.
- 1.29 Third Party. The terms "third party" and "third parties" refer to persons and entities other than Licensee and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Attachment 8 or has any contractual rights hereunder.

## **2. SCOPE OF AGREEMENT**

- 2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself, subsidiaries or affiliates, or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to Licensee because of the potential or forecasted needs of itself or other parties.

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- 2.2 Attachments and Occupancies Authorized by this Attachment 8. BellSouth shall issue one or more licenses to Licensee authorizing Licensee to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
- 2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment 8 and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Attachment 8.
- 2.2.2 Licensee agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.
- 2.3 Licenses. Subject to the terms and conditions set forth in this Attachment 8, BellSouth shall issue to Licensee one or more licenses authorizing Licensee to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on reasonable engineering concerns. BellSouth shall provide written notice to Licensee within forty-five (45) days of the request as per ¶ 1224 of the FCC Docket 96-98 specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system.
- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.
- 2.4.1 BellSouth shall provide Licensee with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify,

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and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

- 2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Licensee.
- 2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in Section 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with Section 2.4.2, or, in the case where Licensee elects not to invoke its rights under Section 2.4.1 or Section 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any third party assignment of ROW's to Licensee.
- 2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a license or other attachment:
- 2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Attachment 8 nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Attachment 8 or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.
- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment 8 or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which Licensee has attached or placed facilities pursuant to licenses issued under this Attachment 8 provided however that BellSouth

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shall give Licensee reasonable advance written notice of such intent to convey.

- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of-way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's pole attachment, conduit occupancy or ROW use, rights provided by licenses Issued pursuant to this Attachment 8.
- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under licenses issued pursuant to this Attachment 8.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Attachment 8 or any license issued hereunder shall not be construed as authorizing either party to this Attachment 8 to rearrange or interfere in

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any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment 8 or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

- 2.8.1 Licensee acknowledges that the facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing Licensee facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.
- 2.8.3 With respect to facilities occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for conduit extensions or reinforcements, 60 days' written notice for pole line extensions, 60 days' written notice for pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to Licensee a right to maintain and use such facility. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of Licensee.
- 2.8.4 At Licensee's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.
- 2.9 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROW's will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

### **3. REQUIREMENTS AND SPECIFICATIONS**

- 3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the

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date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code (NEC); and
- 3.1.3 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 3.1 of this Attachment 8 if required by law to do so or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Section 3.1 above, Licensee's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:
  - 3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.
  - 3.3.2 Licensee's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
  - 3.3.3 Licensee's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
  - 3.3.4 No coaxial cable of Licensee shall occupy a conduit system containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.
  - 3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
  - 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.

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- 3.4 Additional Physical Design Specifications. Licensee's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:
- 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.
- 3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when Licensee's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's conduit to BellSouth's conduit system:
- 3.5.1 Licensee will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install Licensee facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's facilities into BellSouth's manholes and the placement of Licensee's facilities in BellSouth's manholes.
- 3.5.3 If Licensee constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If Licensee's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.
- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's conduit systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules. The parties

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acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's facilities) within BellSouth's conduit system. Licensee represents and warrants that neither Licensee nor any person acting on Licensee's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

- 3.6.1 Licensee's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in Section 5.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.
- 3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.
- 3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's facilities shall be firmly secured and supported in accordance with BellCore and industry standards.
- 3.6.6 Licensee's facilities shall be plainly identified with Licensee's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.
- 3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements

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thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or BellCore.
- 3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate

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in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.

- 3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's conduit system.
- 3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.
- 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
- 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.
- 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.7.6 When an emergency situation arises which necessitates Carrier access to a manhole, Carrier should call BellSouth's Access Customer Advocate Center ("ACAC") or the Unbundled Network Element (UNE) Center. BellSouth will then contact the Maintenance Supervisor who will return the Carrier's call and will arrange for access with on-call maintenance field personnel during the emergency condition on an emergency basis. (A list of contact telephone numbers is available to each CLEC for this purpose.)

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- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:
- 3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;
- 3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Licensee (and any person acting on Licensee's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.
- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which Licensee has applied for or holds a license, BellSouth will promptly notify Licensee of such fact.
- Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's conduit is fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:
- 3.9.1 Supra Telecom may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to Supra Telecom as Supra Telecom may deem necessary to determine

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the presence at such sites of environmental contaminants. BellSouth will assist Supra Telecom, at Supra Telecom's request and expense, in the performance of such inspections and tests.

- 3.9.2 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601, et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251, et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).
- 3.9.3 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 3.9.4 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.5 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial

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wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 3, the most stringent standard or specification shall apply.
- 3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of Licensee's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Attachment 8; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.
- 3.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.

#### **4. ADDITIONAL LEGAL REQUIREMENTS**

- 4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.
- 4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's

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poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.
- 4.2.1 Licensee shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.
- 4.3 Lawful Purposes. All facilities placed by Licensee in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

## **5. FACILITIES AND LICENSES**

- 5.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, Licensee must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license.
- 5.2 Provision of Records and Information to Licensee. In order to obtain information regarding facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types,

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quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties. See Exhibit B, attached hereto and incorporated herein by this reference, for records location centers.

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth assumes no liability to Licensee or any third party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide pole, conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the facilities for which such information is desired. Licensee may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

## **6. MAKE-READY WORK**

6.1 Work Performed by BellSouth. If performed by BellSouth, make-ready work to accommodate Licensee's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be subjugated to BellSouth work, nor entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Licensee desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

6.2 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.

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6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with Section 3.6.7, all manhole pumping and purging shall be performed by a vendor approved by BellSouth.

6.4 Completion of Make-Ready Work. BellSouth will issue a license to Licensee at the time all make-ready work necessary to Licensee's attachment or occupancy has been completed.

## 7. APPLICATION FORM AND FEES

7.1 Application Process. To apply for a license under this Section, Licensee shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. BellSouth will process license applications in the order in which they are received; provided, however, that when Licensee has multiple applications on file with BellSouth, Licensee may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

7.1.1 Each application for a license under this Section shall specify the proposed route of Licensee's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which Licensee desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which Licensee desires to attach to each pole.

7.1.2 Each application for a license under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 10.1 of this Attachment 8, and an indication of whether Licensee will, at its option, perform its own make-ready work.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable sheath. Licensee's lashing additional cable to existing facilities and placing additional cables in conduits or ducts already occupied by Licensee's facilities shall be permitted, and no additional fees will be

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applied; provided, however, that if Licensee desires to lash additional cable to existing facilities of a third party Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing facilities. If BellSouth determines that the requested lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, Licensee must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

		Notices	Billing Address
<i>To Licensee as follows:</i>			
Contact			
Title			
Company			
Address			
Address			
City, State, and Zip Code			
Telephone			
Facsimile			
<i>with a copy to:</i>			
<i>and to Licensor as follows:</i>			
Contact		John T. Chaucer	
Title		Manager	
Company		BellSouth Telecommunications, Inc.	

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Address	North W3D2
Address	3535 Colonnade Parkway
City, State, and Zip Code	Birmingham, AL 35243
Telephone	(205) 977-2631
Facsimile	(205) 977-7997

**8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)**

8.1 Licensee's Priorities. When Licensee has multiple applications on file with BellSouth, Licensee shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

8.2 Prelicense Survey. After Licensee has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate Licensee's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If Licensee gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at Licensee's expense.

8.2.1 The purpose of the prelicense survey is to determine whether Licensee's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to Licensee for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

8.2.2 Based on information provided by BellSouth and the survey, Licensee shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet Licensee's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that Licensee's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such

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requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

- 8.3 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

## 9. **ISSUANCE OF LICENSES**

- 9.1 Obligation to Issue Licenses. BellSouth shall issue a license to Licensee pursuant to this Section 9. BellSouth and Licensee acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such license and further subject to Licensee's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.
- 9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.
- 9.2.1 All applications will be processed on a first-come, first-served basis.
- 9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for make-ready work shall also

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constitute Licensee's agreement to pay additional cost-based charges, if any, for completed make-ready work.

- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Licensee's facilities in or to BellSouth's structures.
- 9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any.
- 9.6 License. When Licensee's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.
- 9.6.1 Each license issued under this Section shall authorize Licensee to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.
- 9.6.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.
- 10. CONSTRUCTION OF LICENSEE'S FACILITIES**
- 10.1 Construction Schedule. Licensee shall submit with Licensee's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting Licensee to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
- 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
- 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;
- 10.1.3 The estimated dates when construction will begin and end; and

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- 10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's facilities in BellSouth's conduit or ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places facilities in BellSouth's conduit system:
- 10.2.1 Licensee shall give written notice of the type of facilities which are to be placed; and
- 10.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by Licensee's facilities, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. Licensee may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for Licensee or to attach Licensee's facilities to, or place Licensee's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at Licensee's sole cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.
- 10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its facilities in accordance with the provisions of this Section and all licenses issued hereunder.

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- 10.5.1 Licensee shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in this Attachment 8.
- 10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Attachment 8.
- 10.5.3 Licensee shall not permit any person acting on Licensee's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.
- 10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.
- 10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by Licensee's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.
- 10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.
- 11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES**
- 11.1 Use of Licensee's Facilities. Each license granted under this Section authorizes Licensee to have access to Licensee's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.
- 11.2 Routine Maintenance of Licensee's Facilities. Each license granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before

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commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

- 11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Attachment 8) and all licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.
- 11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any facilities which Licensee has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a license permitting Licensee to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and licenses issued hereunder.
- 11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

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**12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES**

**12.1 Notification of Planned Modification or Replacement of Facilities.**

Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present license or requires a new or amended license.

**12.2 New or Amended License Required.** A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

**12.2.1** Requires that Licensee use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or

**12.2.2** Results in the size or location of Licensee's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in Licensee's present license (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

**13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER**

**13.1 Make-Ready Work at the Request of Licensee.** If, prior to the issuance of a license, Licensee determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate Licensee's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of Licensee's facilities.

**13.1.1** BellSouth shall determine, in the exercise of sound engineering judgment, whether or what make-ready work is necessary or possible. In determining whether make-ready work is necessary or what make-ready work is necessary, BellSouth shall endeavor to minimize its costs to Licensee. If it is determined that such make-ready work is required, BellSouth shall provide Licensee with the estimated costs for make-ready work and a Make Ready Due Date.

**13.1.2** Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities

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rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to Licensee.

- 13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no cost to Licensee, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 Licensee shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Licensee customer.
- 13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

**14. EMERGENCY REPAIRS AND POLE REPLACEMENTS**

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14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's facilities.

**15. INSPECTION BY BELL SOUTH OF LICENSEE'S FACILITIES**

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether Licensee's facilities are in compliance with the terms of this Section and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the cost of inspections as delineated in Section 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

**16. NOTICE OF NONCOMPLIANCE**

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment 8, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's facilities are not in compliance, Licensee shall

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notify BellSouth in writing of the basis for Licensee's assertion that its facilities are in compliance.

- 16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment 8.
- 16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 16.4.2 If Licensee's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any facilities affected.
- 16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps as Licensee may deem necessary to insure that the facilities meet Licensee's performance requirements.
- 16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.
- 17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES**
- 17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Attachment 8, including

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termination of licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at BellSouth's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

- 17.1.1 Nothing contained in the Attachment 8 or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.
- 17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy. See Exhibit A, attached hereto and incorporated herein by this reference, for applicable annual rental fees.
- 17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment 8 or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Attachment 8 in regard to said unauthorized use from its inception.
- 18. REMOVAL OF LICENSEE'S FACILITIES**
- 18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's

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attachments unless caused by the negligence or intentional misconduct of BellSouth.

- 18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:
- 18.2.1 Termination of the license covering such conduit occupancy; or
- 18.2.2 The date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.
- 18.2.3 If Licensee fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.
- 18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Attachment 8 until all of Licensee's facilities are physically removed from BellSouth's poles or conduit system.

## 19. FEES, CHARGES, AND BILLING

- 19.1 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.
- 19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Attachment 8. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

## 20. ADVANCE PAYMENT AND IMPUTATION

- 20.1 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

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- 20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.
- 20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's facilities.
- 20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.
- 20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.

## **21. ASSURANCE OF PAYMENT**

- 21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

## **22. INSURANCE**

- 22.1 Licensee shall obtain and maintain insurance (or provide written evidence of being self-insured), including endorsements insuring the contractual liability and indemnification provisions of this Attachment 8, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Attachment 8.
- 22.2 Licensee shall maintain the following amounts of insurance in compliance with Section 22.1 above:
  - 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
  - 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
- 22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such

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certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after sixty (60) days written notice to Licensor.

22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Attachment 8.

22.5 All insurance required in accordance with Sections 22.2 and 22.3 preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

22.6 Licensee may self-insure any or all of the insurance coverages required in this Attachment 8.

### **23. AUTHORIZATION NOT EXCLUSIVE**

23.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Attachment 8, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Attachment 8 and Licensee's rights hereunder.

### **24. ASSIGNMENT OF RIGHTS**

24.1 Any assignment by either party of any right, obligation, or duty, in whole or part, or of any interest, without the written consent of the other party (such consent not to be unreasonably withheld) shall be void. Notwithstanding the above, either party, upon written notice to the other party, may assign this agreement and any of its rights and privileges under this Attachment 8, in whole or in part, to: (1) its parent, partners or their respective subsidiaries, affiliates or successors; (2) any entity which controls, is under the control of, or is under common control with the assigning party; or 3) any entity that purchases all or substantially all of the assets of the assigning party by way of merger, acquisition, or consolidation.

24.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Attachment 8 shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

### **25. FAILURE TO ENFORCE**

25.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Attachment 8 or to give notice or declare this

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Attachment 8 or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Attachment 8, but the same shall be and remain at all times in full force and effect.

**26. DISPUTE RESOLUTION**

When a dispute arises under this Attachment, either Party may avail itself of the complaint procedures set forth in 47 C.F.R. Ch. I, Subpart J--Pole Attachment Complaint Procedures, ¶¶ 1.1401-1.1416.

- 26.1 Termination of this Attachment 8 or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

**27. SUPERSEDURE OF PREVIOUS AGREEMENT(S)**

- 27.1 This Attachment 8 supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Attachment 8; and there are no other provisions, terms or conditions to this Attachment 8 except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Attachment 8.

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**2000 FCC Formula Supported Fees**  
**for attachments and/or occupancy effective 1/1/2000**  
**(Re-calculated annually)**

*Licensee shall pay to Licensor the following fees:*

State	Poles <i>(ea. / yr.)</i>	Anchors <i>(ea. / yr.)</i>	Conduit	
				<i>(\$ / ft. / yr.)</i>
Florida	3.74			0.36
		Miami River crossing		17.13

- ① All rates in Kentucky are by tariff
- ② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, \$6.90 rate remains in effect.
- ③ Tariff rate in Mississippi
- ④ Tennessee rates are negotiated with CATV Association; conduit rates were established in 1998 and fixed indefinitely
- ⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) duct convention for 2000. This rate will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

**Pole Attachment Transfer Rate**

Per pole (throughout BellSouth region)

\$41.00

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**Records Maintenance Centers**

**For Georgia, Florida, North Carolina, and South Carolina:**

Plant Records

Records Maintenance Center  
5228 Central Avenue  
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center  
Attn.: Right of Way Records  
16 GG 1 BST  
301 W. Bay Street  
Jacksonville, FL 32201

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**Attachment 9**  
**Performance Measurements**

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## PERFORMANCE MEASUREMENTS

BellSouth shall provide to Supra Telecom those Performance Measurements and Performance Assessment Plan established by the Commission in Order No. PSC-01-1819-FOF-TP, and the associated Performance Assessment Plan ordered by the Commission. To the extent any subsequent Commission Order modifies these Performance Measurements, BellSouth shall provide to Supra Telecom Performance Measurements in accordance with such subsequent Order. Performance Measurements that have been ordered in a particular state can currently be accessed via the Internet at <https://pmap.bellsouth.com>.

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**Attachment 10**

**Bona Fide Request/New Business Request Process**

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**Bona Fide Request/New Business Request Process**

1. When applicable, Bona Fide Request/New Business Requests (“BFR/NBR”) are to be used when Supra Telecom requests any Services and Elements not already provided in this Agreement or the process needed to provide the Services and Elements, which process is not provided in this Agreement, (collectively for purposes of this Attachment 10, “the Services”). Supra Telecom may also utilize this process to make a request not already provided in this Agreement where said request does not constitute a request under the Telecommunications Act of 1996. This Attachment 10 does not apply to Section 9 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Notwithstanding this Attachment 10, in the event that Supra requests a product or service that BellSouth has previously offered to another carrier, BellSouth shall make such offering available to Supra on the same rates, terms and conditions, and Supra shall not be required to submit a BFR for such product or service.
  - 1.1 Details required. A BFR/NBR shall be submitted in writing by Supra Telecom and shall specifically identify: (i) the date requested for the Services; (ii) the Services requested; (iii) the associated technical requirements; (iv) space requirements; and (v) other specifications necessary to clearly define the request. If applicable, such a request also shall include Supra Telecom's designation of the request as being an obligation of BellSouth pursuant to the Telecommunications Act of 1996.
  - 1.2 Supra Telecom cancellation. Supra Telecom may cancel a BFR/NBR in writing at any time. BellSouth will then cease analysis of the request. If Supra Telecom cancels a BFR/NBR after BellSouth has received Supra Telecom's written "notice to proceed" as described in Section 1.6 of this Attachment 10, Supra Telecom agrees to pay BellSouth the reasonable, demonstrable, and actual costs directly related to complying with Supra Telecom's BFR/NBR up to the date of cancellation.
  - 1.3 BellSouth acknowledgment. Within two (2) business days of receipt of a BFR/NBR, BellSouth shall acknowledge in writing its receipt and identify its single point of contact responsible for responding to the request and shall request any additional information needed to process the request. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Supra Telecom at any time during the processing of the BFR/NBR.

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- 1.4 Preliminary analysis delivery. Unless otherwise agreed by both parties in writing, within thirty-five (35) calendar days of its receipt of a BFR/NBR, BellSouth shall either provide to Supra Telecom a preliminary analysis of the BFR/NBR or notify Supra Telecom that it needs more time to provide Supra Telecom with its preliminary analysis, at which time Supra Telecom and BellSouth will then determine a mutually agreeable date for delivery of the preliminary analysis.
- 1.5 Preliminary analysis details. The preliminary analysis will state whether BellSouth can meet Supra Telecom's requirements and shall include BellSouth's proposed price plus or minus 25 percent ("the Preliminary Analysis Range") and the date the request can be met. If BellSouth cannot provide the Services by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Supra Telecom's requested date. The preliminary analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, as defined in Section 1.7 below, necessary to complete Supra Telecom's BFR/NBR. BellSouth also shall indicate in the preliminary analysis its agreement or disagreement with Supra Telecom's designation of the request as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with Supra Telecom's designation, it may use the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event, however, shall any dispute delay BellSouth's processing of the request.
- 1.6 Notice to proceed. After providing the preliminary analysis to Supra Telecom, BellSouth shall proceed with Supra Telecom's BFR/NBR upon receipt of Supra Telecom's written "notice to proceed." This "notice to proceed" shall not be construed by BellSouth as a waiver of Supra Telecom's right to invoke dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of Supra Telecom's cancellation of a BFR/NBR, or the amount of development costs paid. All payments are subject to adjustment according to the outcome of the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event shall any dispute delay BellSouth proceeding with completing the BFR/NBR.

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- 1.7 Development costs. Subject to the provision of Section 1.6 above, after receipt and review of BellSouth's preliminary analysis, if Supra Telecom decides to proceed, Supra Telecom agrees to pay the fixed amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. Supra Telecom will begin processing the payment of development costs at the time it issues the written "notice to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.
- 1.8 Interim payment in the event of price dispute. In the event of a dispute over payments made by Supra Telecom or requested by BellSouth, including development costs and any interim progress payment, upon BellSouth's written request, Supra Telecom agrees to negotiate an interim lump sum progress payment to compensate BellSouth for its reasonable, demonstrable and actual costs incurred in processing Supra Telecom's BFR/NBR. The interim lump sum progress payment shall be calculated by determining the average between BellSouth's proposed price and Supra Telecom's estimate of the price for processing its BFR/NBR. Supra Telecom agrees to pay 50% of this amount as the interim lump sum progress payment. If Supra Telecom's proposed price is less than 50% of BellSouth's proposed price, the average shall be calculated by assuming that Supra Telecom's price is exactly 50% of BellSouth's proposed price.
- 1.9 Firm quote delivery. As soon as possible, but in no event later than sixty-five (65) calendar days after receipt of the request, BellSouth shall provide Supra Telecom with a firm BFR/NBR response that will include, at a minimum, the firm availability date, the installation intervals, a binding price quote, which shall not exceed the Preliminary Analysis Range, and a final detailed breakdown of all costs supporting the final price.
- 1.10 Acceptance or rejection of firm quote. Within thirty (30) calendar days after receipt of the firm BFR/NBR response from BellSouth, Supra Telecom will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If BellSouth receives no response to the firm quote from Supra Telecom within the thirty day time frame, BellSouth shall issue a written request for confirmation that Supra Telecom does not wish to proceed with the BFR/NBR. If BellSouth receives no response from Supra Telecom within five (5) calendar days of its written request for confirmation, BellSouth may consider the BFR/NBR

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anceled. BellSouth may recover any costs incurred to the extent permitted under the provision of Section 1.2 of this Attachment 10.

1.11 Pricing Principles. Unless Supra Telecom agrees otherwise, all proposed prices shall be derived in accordance with the Act and any applicable Commission rules and regulations. Payments for Services purchased under a BFR/NBR will be made as specified in this Attachment 10, unless otherwise agreed to by Supra Telecom.

1.12 Amendment. Upon Supra Telecom's acceptance of the firm quote by BellSouth, the parties shall amend the Agreement to incorporate the Services contemplated by the BFR/NBR. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory commission pursuant to the requirements of the Act.

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**ATTACHMENT 11**  
**ACRONYMS**

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<b>ACRONYM</b>	<b>DEFINITION</b>
AAA	American Arbitration Association
AABS	Automated Alternate Billing System (AABS)
ACAC	Access Customer Advocate Center
ADA	Americans with Disabilities Act
ADSL	Asynchronous Digital Subscriber Line
ADUF	Access Daily Usage File
AIN	Advanced Intelligent Network
ALEC	Alternative Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management Systems
AMA	Automatic Message Accounting
AMI	Alternate Marked Inversion
ANI	Automatic Number Identification
ANSI	American National Standards Institute
ASPR	AT&T Security Policy and Requirements
ASR	Access Services Request
ASWC	AT&T Serving Wire Center
ATIS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
BACR	Billing Account Cross Reference
BAN	Billing Account Number
BAPCO	BellSouth Advertising and Publishing Company
BAR	Billing Account Reference
BFR/NBR	Bona Fide Request/New Business Request
BLV	Busy Line Verification
BLV/BLI	Busy Line Verification/Busy Line Interrupt
BLV/BLVI	Busy Line Verification/Busy Line Verification Interrupt
BLV/ELI	Busy Line Verification/Emergency Line Interrupt
BNS	Billed Number Screening
BOC	Bell Operating Company
BOS	Billing Output Specifications
BRI	Basic Rate ISDN
BSWC	BellSouth Serving Wire Center
CABS	Carrier Access Billing Systems
CAMA	Centralized Automatic Message Accounting
CARE	Customer Account Record Exchange
CATS	Calling Card and Third Number Settlement System
CATV	Cable Television
CBOS	CABS Billing Output Specifications
CCC	Clear Channel Capability
CCITT	Consultative Committee on International Telegraph & Telephone
CCL	Common Carrier Line

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CCS	Common Channel Signaling
CCSAS	Common Channel Signaling Access Service
CCSNIS	Common Channel Signaling Network Interface Specification
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CI	Customer Interface
CIC	Carrier Identification Code
CF/B	Call Forward on Busy
CF-B/DA	Call Forward on Busy/Don't Answer
CF/DA	Call Forward Don't Answer
CFR	Code of Federal Regulations
CPN	Calling Party Number
CLASS	Custom Local Area Signaling Service
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CLLIC	Common Language Location Identifier Code
CLUB	Customized Large User Bill
CMDS	Centralized Message Distribution System
CMRS	Commercial Mobile Radio Service
CNAM	Calling Name Delivery Database Service
CO	Central Office
CPE	Customer Premises Equipment
CPR	CPR Institute for Dispute Resolution
CRIS	Customer Record Information System
CSA	Contract Service Arrangement
CSIQ	Customer Service Information Query
CSOTS	Customer Service Order Trouble System
CSR	Customer Service Record
CT	Common Transport
CY	Current Year
DA	Directory Assistance
DADAS	Direct Access to Directory Assistance Service
DADS	Directory Assistance Database Service
DB	Database
DCC	Data Communications Channel
DCS	Digital Cross-Connect System
DDD	Desired Due Date
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLR	Design Layout Record
DMOQs	Direct Measures of Quality
DN	Directory Numbers
DN-RI	Directory Number - Route Index
DS-0	Digital Signal Level Zero

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DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DRAM	Digital Recorded Announcement Machine
DSLAM	Digital Subscriber Line Access Multiplexer
DSN	Data Set Name
DSX	Digital Cross Connect
DT	Dedicated Transport
DTMF	Dual-Tone Multi Frequency
DTN	Destination Telephone Number
E&M	Ear & Mouth Signaling
EAMF	Equal Access Multi-Frequency
EBAS	Enhanced Billing and Access Service
EBCDIC	Extended Binary-Coded Decimal Interchange Code
ECTA	Exchange Carrier Trouble Analysis
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
EFT	Electronic Funds Transfer
EI	Electronic Interface
EI	Emergency Interrupt
ELI	Emergency Line Interrupt
EMI	Exchange Message Interface
EMR	Exchange Message Record
EO	End Office
EODUF	Enhanced Optional Daily Usage File
E/O	Electrical to Optical
EPA	Environmental Protection Agency
ESF	Extended Super Frame
ESIT	Exchange Service Interconnection Traffic
ESP	Enhanced Service Provider
ETTR	Estimated Time to Repair
FB	Flat Rate Business Line
FCC	Federal Communications Commission
FDI	Feeder Distribution Interface
FGA	Feature Group A
FGB	Feature Group B
FGD	Feature Group D
FL	Foreign Listing
FOC	Firm Order Confirmation
FR	Flat Rate Residential Line
FRS	Functional Requirements Specification
FSPOI	Facilities Signaling Point of Interconnection
GSST	General Subscriber Services Tariff
GTT	Global Title Translation
HDSL	High-bit-rate Digital Subscriber Line
HFC	Hybrid Fiber Coax

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HVAC	Heating/Ventilation/Air Conditioning
IAM	Initial Address Message
IBC	Initial Billing Company
ID	Remote Identifiers
IDLC	Integrated Digital Loop Carrier
IEEE	Institute of Electrical and Electronic Engineers
IITP	Internetwork Interoperability Test Plan
ILEC	Incumbent Local Exchange Carrier
INC	Industry Numbering Committee
INP	Interim Number Portability
IOF	Interoffice Facility
IP	Internet Protocol
IPP	Independent Payphone Provider
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signaling Network Identifier
ISP	Internet Service Provider
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
IVS	Interactive Voice Subsystem
IVMS	Interswitch Voice Messaging Service
IXC	Interexchange Carrier
JIA	Joint Implementation Agreement
JIP	Jurisdiction Information Parameter
LATA	Local Access Transport Area
LCC	Line Class Code
LCSC	Local Carrier Service Center
LEC	Local Exchange Carrier
LENS	Local Exchange Navigation System
LERG	Local Exchange Routing Guide
LGX	Lightguide Cross-Connect
LIDB	Line Information Database
LNP	Local Number Portability
LPIC	Local (IntraLata) Primary Exchange Carrier
LRN	Local Routing Number
LRN-LNP	Local Routing Number-Local Number Portability
LRN-PNP	Local Routing Number-Permanent Number Portability
LSR	Local Service Request
LSSGR	LATA Switching Systems Generic Requirements
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
MF	Multi-Frequency
MLT	Mechanized Loop Tests

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MPB	Meet-Point Billing
MPOE	Minimum Point of Entry
MRVT	MTP Routing Verification Test
MSAG	Master Street Address Guide
MTA	Multiple Tandem Access
MTP	Message Transfer Port
MTTR	Mean Time to Repair
MWI	Message Waiting Indicator
NANC	North American Numbering Council
NAV	Network Applications Vehicle
NC	Network Cable
NEBS	Network Equipment Building System
NEC	National Electrical Code
NECA	National Exchange Carrier Association
NESC	National Electrical Safety Code
NGDLC	Next Generation Digital Loop Carrier
NICS	Non-Intercompany Settlement System
NID	Network Interface Device
NIU	Network Interface Unit
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
NRC	Non-recurring Charge
NTW	Network Terminating Wire
NXX	Three-Digit Central Office Code (N=2-9, X=0-9)
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Ordering and Billing Forum
OC	Order Coordination
OC-TS	Order Coordination Time Specific
OC-N	Optical Circuit – (Number)
OCN	Operating Company Number
OSHA	Occupational Safety and Health Act
ODUF	Optional Daily Usage File
OLI	Originating Line Information
OMAP	Operations, Maintenance & Administration Part
ORT	Operational Readiness Test
OS	Operator Services
OSS	Operational Support Systems
OTS	Operator Transfer Service
PBX	Private Branch Exchange
PCBs	Polychlorinated biphenyls
PDH	Plesiochronous Digital Hierarchy
PIC	Primary Interexchange Carrier
PIN	Personal Identification Number
PIU	Percent Interstate Usage

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PLU	Percent Local Usage
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
PON	Purchase Order Number
POP	Point of Presence
POT	Point of Termination
POTS	Plain Old Telephone Service
PSAP	Public Safety Answering Point
PSTN	Public Switched Telecommunications Network
PUC	Public Utilities Commission
RACF	Remote Access Call Forwarding
RAO	Revenue Accounting Office
RCF	Remote Call Forwarding
RCRA	Resource Conservation and Recovery Act
RI	Route Index
RIC	Residual Interconnection Charges
RI-PH	Route Index - Portability Hub
ROW	Right of Way
RSAG	Regional Street Address Guide
RSM	Remote Switch Module
RT	Remote Terminal
SAG	Street Address Guide
SBC	Subsequent Billing Company
SCCP	Signaling Connection Control Point
SCE	Service Creation Environment
SCE/SMS	Service Creation Environment and Service Management System
SCP	Service Control Points
SDH	Synchronous Digital Hierarchy
SEC LOC	Secondary Location
SECAB	Small Exchange Carrier Access Billing
SIC	Standard Industrial Code
SL1	Service Level One
SL2	Service Level Two
SMDI	Simplified Message Desk Interface
SMDI-E	Simplified Message Desk Interface - Enhanced
SMS	Service Management System
SONET	Synchronous Optical Network
SP	Signaling Point
SPID	Service Profile Identifier
SPNP	Service Provider Number Portability
SPNP-RCF	Service Provider Number Portability-Remote Call Forwarding
SPNP-LEGR	Service Provider Number Portability-Local Exchange

	Routing Guide
SPNP-DID	Service Provider Number Portability-Direct Inward Dialing
SPNP-RI	Service Provider Number Portability-Route Indexing
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SRVT	SCCP Routing Verification Test
SS7	Signaling System 7
SSP	Switching Service Point
STP	Signaling Transfer Point
STPS	Signaling Transfer Point Switch
STS	Synchronous Transport Signal
SWA	Interexchange Carrier Switched Access
TAFI	Trouble Analysis Facilitation Interface
TAG	Telecommunications Access Gateway
TC	Transaction Code
TCAP	Transaction Capabilities Application Port
TELRIC	Total Element Long Run Incremental Cost
TGSR	Trunk Group Service Request
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TLN	Telephone Line Number
TNS	Transit Network Selection
TOPS	Traffic Operator Position System
TR	Technical Requirements
TS	Tandem Switching
TSGR	Transport System Generic Requirements
UCL	Unbundled Copper Loop
UDL	Unbundled Digital Loop
UDLC	Universal Digital Loop Carrier
UNE	Unbundled Network Element
USL	Unbundled Subloop
USLC	Unbundled Subloop Concentration System
USOC	Universal Service Order Code
UVL	Unbundled Voice-grade Loop
V&H	Vertical and Horizontal
WTN	Working Telephone Number
xDSL	Digital Subscriber Line

**ATTACHMENT 12**

**NETWORK SECURITY**

July 15, 2002

## **NETWORK SECURITY**

1. **Network Security – Protection of Service and Property**
- 1.1 BellSouth agrees to take reasonable and prudent steps to ensure adequate protection of Supra Telecom property located with BellSouth Premises including, but not limited to:
  - 1.1.1 Controlling all approved system and modem access through security servers. Access to, or connection with, a network element shall be established through a secure network or security gateway and/or firewall. Dial-up access to modems connected to network entry points must be protected by individual authentication of the user, e.g., via Network Access passwords, smart cards, tokens;
  - 1.1.2 A security software package will be used, or at a minimum, perform manual checks that monitor user and machine integrity and confidentiality, such as password assignment and aging, directory and permission configuration, and system accounting data; and
  - 1.1.3 Maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other party access or interface privileges. These records will include, but are not limited to, login identification, user request records, system configuration, time limits of user access or system interfaces.

July 15, 2002

**Attachment 13**  
**BellSouth Disaster Recovery Plan**

***2000  
BELLSOUTH  
DISASTER RECOVERY PLANNING***

*For*

***CLECS***



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## 1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

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

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

## 2.0 SINGLE POINT OF CONTACT

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

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

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

## 3.0 IDENTIFYING THE PROBLEM

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

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

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

### 3.1 SITE CONTROL

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

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

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

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

### **3.2 ENVIRONMENTAL CONCERNS**

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

### **4.0 THE EMERGENCY CONTROL CENTER (ECC)**

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

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

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

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

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

## **5.0 RECOVERY PROCEDURES**

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

### **5.1 CLEC OUTAGE**

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

### **5.2 BELLSOUTH OUTAGE**

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

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

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

### **5.2.1 Loss of a Central Office**

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

### **5.2.2 Loss of a Central Office with Serving Wire Center Functions**

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

### **5.2.3 Loss of a Central Office with Tandem Functions**

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

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

- g) Begin restoring service to CLECs and other customers.

#### **5.2.4 Loss of a Facility Hub**

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

#### **5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)**

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

#### **6.0 T1 IDENTIFICATION PROCEDURES**

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

## 7.0 ACRONYMS

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



### **Hurricane Information**

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

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

### **BST Disaster Management Plan**

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