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October 4, 2002

HAND DELIVERY

Ms. Blanca Bayo, Director
Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

021020-TP

Re: Approval of Second Amendment to the Interconnection Agreement negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and US LEC of Florida Inc. ("US LEC") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Ms. Bayo:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth and US LEC are submitting to the Florida Public Service Commission a Second Amendment to their negotiated Interconnection Agreement for the interconnection of their networks. The initial Interconnection Agreement between the companies became effective on January 1, 2000. The parties will refer to the Second Amendment to their negotiated Interconnection Agreement as the "Amended Agreement."

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the Amended Agreement between BellSouth and US LEC within 90 days of this submission. The Act provides that the Commission may only reject the Amended Agreement if it finds that the Amended Agreement, or any portion thereof, discriminates against a telecommunications carrier not a party to the Amended Agreement, or the implementation of the Amended Agreement or any portion thereof is not consistent with the public interest, convenience and necessity. Both parties agree that neither of these reasons exists as to the Amended Agreement they have negotiated.

Pursuant to 47 U.S.C. §252(e)(4), the parties request that the Commission approve this Amended Agreement within ninety (90) days hereof[1] with an effective date of June 14, 2001 (including new Exhibit A to Attachment 3 of the Amended Agreement which shall become effective on October 3, 2002).

Respectfully submitted,

Kenneth A. Hoffman

KAH/rl
Enclosures
cc: Mr. Marshall M. Criser, III, with enclosure
USLEC\bayo104

[1]Under 47 U.S.C. §252(e)(4), if the Commission does not act to approve the Amended Agreement within ninety days, the Amended Agreement shall be deemed approved on January 2, 2003.

Second Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And US LEC of Florida Inc.
Dated January 1, 2000

021020-TP

This Agreement (the "Amendment") is made by and between US LEC of Florida Inc., a North Carolina corporation ("US LEC") and BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and shall be deemed effective on June 14, 2001.

WHEREAS BellSouth and US LEC entered into an Interconnection Agreement effective January 1, 2000 (the "Interconnection Agreement"); and

WHEREAS the BellSouth and US LEC desire to amend the Interconnection Agreement dated January 1, 2000;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, US LEC and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete Attachment 3 of the Interconnection Agreement, with the exception of Exhibit A and to replace it with the new Attachment 3, , which is attached hereto and incorporated herein by this reference.

2. The Parties hereby mutually agree to incorporate into Exhibit A to Attachment 3 of the Interconnection Agreement the intercarrier compensation rates for ISP-bound traffic, which are attached hereto as Exhibit 1 and incorporated herein by this reference.

3. The Parties hereby mutually agree that the current Exhibit A to Attachment 3 of the Interconnection Agreement will remain effective until October 2, 2002. Effective on October 3, 2002, the Parties agree to delete Exhibit A to Attachment 3 of the Interconnection Agreement in its entirety and replace it with the new Exhibit A, which is attached hereto and incorporated herein by this reference.

4. The Agreement is further amended to delete the definition of "Local Traffic" in Part B of the General Terms and Conditions in its entirety and to replace it with the following:

> 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 other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body. Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body. Compensation for the exchange of Local Traffic shall be as set forth in Attachment 3, Section 6.

5. The Parties mutually agree to delete in its entirety Section 2 of the Adoption Paper, which states,

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 1 of the Intermedia Communications, Inc. Interconnection Agreement.

and to replace it with the following,

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as of December 31, 2003.

6. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

7. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

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

US LEC of Florida Inc.	**BellSouth Telecommunications, Inc.**
Signature	Signature
Wanda G. Montano	Elizabeth R. A. Shiroishi
Name	Name
Vice President, Regulatory + Industry Affairs	Assistant Director
Title	Title
September 12, 2002	9/16/02
Date	Date

Attachment 3

LOCAL INTERCONNECTION

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1

Local Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (intraLATA toll and Switched Access Traffic) on the following terms:

1. Network Interconnection

1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in Attachment 11.

1.2 US LEC must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of US LEC's originated local, intraLATA toll, ISP-bound and transit traffic. If US LEC chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, US LEC must establish Points of Interconnection at all BellSouth access and local tandems where US LEC NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and US LEC End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is US LEC's responsibility to

enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.2.1 Each Party is free to define its own local calling area. However, the parties shall be required to assign numbers within the areas to which they are traditionally associated, until such time as information necessary for the proper rating of calls to numbers assigned outside of those areas can be provided.

1.3 A **Point of Presence (POP)** 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 POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and US LEC's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and US LEC can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 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, or End Offices as described in this Agreement. US LEC's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems.

1.6 US LEC, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll, and ISP-bound traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection. US LEC shall establish at least one Point of Interface within each LATA in which US LEC does business for delivery of its InterLATA traffic.

1.7 BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated local, ISP-bound traffic, and intraLATA toll traffic to US LEC for call transport and termination by US LEC. .

1.8 **Interconnection via Purchase of Facilities**

1.8.1 Either Party may purchase Local Channel facilities from the Party's specified Point of Interface to its designated serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

Additionally, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.2 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.8.3 For the purposes of this Attachment, 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.

1.8.4 For the purposes of this Attachment, 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.

1.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of US LEC-originated local and ISP-bound traffic and BellSouth transported intraLATA toll traffic by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, US LEC must still establish Points of Interconnection at all BellSouth access tandems where US LEC NXXs are "homed". If US LEC does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, US LEC can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where US LEC does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's reasonable and non-discriminatory Ordering Guidelines.

1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on US LEC's NXX Access Tandem homing arrangement as specified by US LEC in the national Local Exchange Routing Guide (LERG).

1.9.2 For US LEC-originated local, intraLATA, toll and ISP-bound traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

1.9.3 With MTA, compensation for the termination of US LEC's local and ISP-bound traffic will be billed on an elemental basis at the rates specified in Exhibit A to this Attachment on a statewide basis.

1.9.4 To the extent US LEC does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area.

1.10 **Local Tandem Interconnection.** This interconnection arrangement allows US LEC to establish a Point of Interconnection at BellSouth local tandems for: (1) the exchange of local and ISP-bound traffic between US LEC and BellSouth end offices within the local calling area as defined in BellSouth's GSST, Section A3 served by those BellSouth local tandems, and (2) for local and ISP-bound transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

1.10.1 When a specified local calling area is served by more than one BellSouth local tandem, US LEC must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, US LEC 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. US LEC 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 US LEC does not choose to establish a Point of Interconnection. It is US LEC's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to US LEC's codes. Likewise, US LEC shall obtain its routing information from the LERG.

Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, US LEC must also establish Points of Interconnection to BellSouth access tandems within the LATA on which US LEC has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth 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 A35 General Subscriber Services Tariff.)

1.10.2 BellSouth's provisioning of local tandem interconnection assumes that US LEC has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

1.11 **Fiber Meet**

1.11.1 "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 a mutually agreed upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).

1.11.2 If US LEC elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, US LEC and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the 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. However, US LEC's SONET transmission must be compatible with BellSouth's equipment in the serving wire center, and the Data Communications Channel (DCC) must be turned off.

1.11.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.11.4 US LEC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the US LEC Interconnection Wire Center ("US LEC Wire Center").

1.11.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and

enable US LEC to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in 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 from the Point of Interface (i.e., Point of Interface to US LEC, Point of Interface to BellSouth).

1.11.6 US LEC shall deliver and maintain such strands wholly at its own expense. Upon verbal request by US LEC, BellSouth shall allow US LEC access to the Fiber Meet entry point for maintenance purposes as promptly as possible and is a reasonable and non-discriminatory manner.

1.11.7 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.

1.11.8 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.

1.11.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the Providing Party's Commission or FCC approved Interstate or Intrastate Access Services Tariff).

2. Interconnection Trunking and Routing

2.1. BellSouth and US LEC shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with applicable, reasonable and non-discriminatory *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.

2.2. Any US LEC interconnection request that deviates from the standard trunking configurations as described in applicable, reasonable and non-discriminatory *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* that affects traffic delivered to US LEC from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require US LEC to submit a Bona Fide Request/New Business Request via the Bona Fide

Request/New Business Request Process set forth in General Terms and Conditions.

2.3. All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and US LEC not addressed in Exhibit A shall be as set forth in the appropriate Party's Commission or FCC approved intrastate or interstate tariff for switched access services. For two-way trunking, 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. US LEC shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

2.4. The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between US LEC and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a US LEC switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a US LEC switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between US LEC's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.5. Switched Access traffic will be delivered to and by IXCs based on US LEC's NXX Access Tandem homing arrangement as specified by US LEC in the national Local Exchange Routing Guide (LERG).

2.6. All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

3. **Network Design and Management for Interconnection**

3.1. 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.

3.2. 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 telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. 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.

3.3. 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, where technically feasible, or to any other Party to which each Party provides local interconnection.

3.4. Network Management Controls. Both Parties will work cooperatively and in good faith to exchange applicable information and to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent call blocking and network congestion.

3.5. 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.

3.6. Forecasting Requirements.

3.6.1. 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 US LEC, US LEC must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If US LEC 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.

3.6.2. 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" in the General Terms and Conditions – Part A of this Agreement.

3.6.3. 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 24 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 Party if they know of situations in which the traffic load is expected to increase significantly and thus affect 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 the General Terms and Conditions of this Agreement.

3.6.4. 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.

3.6.5. Signaling Call Information. BellSouth and US LEC will send and receive 10 digits for local traffic. Additionally, BellSouth and US LEC 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. **Parity in Ordering and Provisioning**

Each Party shall provide interconnection ordering and provisioning services to the other Party that are Equal in Quality to the ordering and provisioning services the Parties provide themselves "Equal in Quality" shall have the meaning accorded in 47 C.F.R. § 51.305(a)(3). Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the reasonable and non-discriminatory *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide.*

5. **Local Dialing Parity**

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In addition, under equivalent interconnection arrangements, US LEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

6. **Interconnection Compensation**

6.1 Compensation for Local Traffic and ISP-Bound Traffic

6.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, 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 other Party's network; except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body. Additionally, Local Traffic includes any cross boundary, voice-to-voice and data intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.

6.1.1.1 Local traffic does not include calls placed by an end user customer, or placed on behalf of an end user customer, to establish or maintain a network connection if:

(a) for minute-of-use rated traffic to be billed by the terminating carrier as a result of the call, such call is not recognized by industry practice to constitute traffic which results from a telephone call; or

(b) the end user customer does not control the destination and the content of the call; or

(c) the traffic (i.e., minutes of use) to be billed by the terminating carrier does not serve any legitimate purpose unrelated to the receipt of reciprocal compensation or other benefit that may be derived solely from establishing or maintaining the network connection.

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 US LEC agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or US LEC 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 US LEC further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or US LEC 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 For ISP-bound traffic exchanged during the year 2001, compensation at the rates set forth in the ISP Order on Remand and in Exhibit A of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in the first quarter of 2001 annualized, plus a ten percent growth factor. Any minutes above such ceiling shall not be compensable.

6.1.4.1 For ISP-bound traffic exchanged during the year 2002, compensation at the rates set forth in the ISP Order on Remand and in Exhibit A of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in 2001, plus a ten percent growth factor. Any minutes above such ceiling shall not be compensable.

6.1.4.2 For ISP-bound traffic exchanged during the year 2003, compensation at the rates set forth in the ISP Order on Remand and in Exhibit A of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in 2002. Any minutes above such ceiling shall not be compensable.

6.1.5 The Parties agree that charges for Local Traffic, local transit traffic and MTA traffic shall be the elemental rates set forth in Exhibit A to this Attachment. The Parties agree that the rate for ISP-bound traffic shall be the applicable single rate set forth in Exhibit A to this Attachment in accordance with the FCC's ISP Order on Remand.

6.1.6 For the purposes of this Attachment, 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.

6.1.7 For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

6.1.8 For the purposes of this Attachment, 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.

6.1.9 If US LEC utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from US LEC for transport and termination of BellSouth originated traffic, BellSouth will pay US LEC no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where US LEC receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the US LEC terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate US LEC at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by US LEC as defined in this Attachment.

6.1.10 Neither Party shall represent Switched Access services traffic as Local Traffic or ISP-bound Traffic for purposes of payment of reciprocal compensation.

6.2 Unidentifiable traffic. Both Parties shall utilize their NPA/NXXs in such a way and will provide the necessary information so that the other Party shall be able to distinguish Local from IntraLATA Toll traffic for the other Party's originated traffic. Until such time as the Parties agree upon a method of exchanging the above-mentioned information, both Parties' end users' assigned NPA/NXX line numbers shall be physically located in the rate center with which the NPA/NXX has been traditionally associated. Whenever one Party delivers traffic to the other Party for termination on the other Party's network, if the originating Party cannot determine, because of the manner in which the terminating Party has utilized its NXX codes whether the traffic is local or toll, the originating Party will charge the applicable rates for originating intrastate network access service as reflected in the originating Party's Intrastate Access Service Tariff. The originating Party will make appropriate billing adjustments if the terminating Party can provide

sufficient information for the originating Party 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 transit traffic. By the first of January, April, July and October of each year, BellSouth and US LEC shall provide a positive report updating the PLU. Both Parties shall adhere to reasonable and non-discriminatory requirements associated with PLU reporting as shall be set forth in BellSouth's Standard Percent Local Use Reporting Platform for 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 local usage compensation to be paid.

6.4 Percentage Interstate Usage. For combined interstate and intrastate US LEC traffic terminated by BellSouth over the same facilities, US LEC 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 US LEC. 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 local usage 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 to ensure the proper billing of traffic. BellSouth and US LEC 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 auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit 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 IntraLATA Toll Traffic**

6.6.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any traffic that originates and terminates within a single LATA, excluding Local Traffic or EAS.

6.6.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party, the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Commission approved Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Commission approved Intrastate or Interstate Access Services Tariff.

6.6.3 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 providing Party's Commission approved Intrastate or Interstate switched access tariffs.

6.6.4 Records for 800 Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMI format for a fee of $0.013 per record.

6.6.5 800 Access Screening. Should US LEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. US LEC shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. US LEC will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.7 Mutual Provision of Switched Access Service

6.7.1 Switched Access Traffic. Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/888), 900 access, and their successors or similar Switched Exchange Access Services. The

Parties have been unable to agree as to whether "Voice-Over-Internet Protocol" transmissions ("VOIP") which cross LATA boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.

6.7.2 When BellSouth and US LEC provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary in accordance with MECAB guidelines or by mutual agreement by the Parties.

6.7.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

6.7.4 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

6.7.5 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and shall make best efforts to do so within 48 hours. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; and further provided, however, that if

reconstruction is required prior to the availability of at least three (3) months of prior usage data , the Parties shall defer such reconstruction until three (3) months of prior usage data is available. If the estimated billing is not accepted for payment by the affected Access Services Customer(s), the responsible Party shall be liable to the other Party for any resulting lost revenue. Lost revenue is revenue that could not be billed to Access Service customers. Lost revenue will be calculated by subtracting the amount actually paid by the affected Access Services Customer(s) from the estimated billing derived pursuant to the process set forth in this section.

6.7.6 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

6.7.7 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.

6.7.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.8 **Transit Traffic Service**

Each party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one Party's network that is switched and transported by the other Party and terminates on a third party'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 intraLATA toll and Switched Access transit traffic shall be the rates set forth in each Party's applicable tariffs filed and in effect with the FCC or state Commission. 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 MECAB guidelines.

For purposes of this Agreement, Wireless Type 1 traffic shall have the following definition: The Type 1 interface is at the point of interface of a trunk between a wireless service provider and a local exchange carrier end office switching system. The wireless service provider establishes connections to the directory

numbers served by this local exchange carrier end office and other carriers through this interconnection arrangement.

For purposes of this Agreement, Wireless Type 2A traffic shall have the following definition: The Type 2A interface is at the point of interface of a trunk between a wireless service provider and a local exchange carrier tandem switching system. Through this interconnection arrangement, the wireless service provider can establish connections to local exchange carrier end office and to other carriers accessible through the tandem.

6.9.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Exhibit A to this Attachment US LEC is responsible for and shall negotiate the necessary agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier as a result of providing the transit function. Further, US LEC agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of US LEC for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures BellSouth shall compensate US LEC for all local and all internet service provider-bound traffic ("ISP-Bound Traffic") delivered to US LEC as provided in this Interconnection Agreement, less the minutes of such traffic for which BellSouth provides a transit function for another carrier and for which BellSouth provides US LEC with sufficient and timely Exchange Message Record ("EMR") format data identifying an originating carrier other than BellSouth and the amount of such traffic originated by said originating carrier to allow US LEC to timely bill that originating carrier for such traffic. Further, BellSouth shall cooperate with US LEC to provide information to US LEC and otherwise cooperate with US LEC to allow US LEC to bill any carrier for whom BellSouth transmitted traffic to US LEC, and BellSouth shall provide available information to US LEC necessary to the resolution of any such billing dispute.

6.9.2 The Parties shall compensate each other for Transit Traffic Service as follows:

6.9.2.1 For Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic originating from US LEC that is delivered over the Transit Traffic Service, US LEC will pay to BellSouth the applicable Tandem Switching and/or Interoffice Transport charges set forth in Attachment 2 to this Agreement. Charges for services provided by the Parties to a third party carrier(s) shall be assessed on a meet point basis, consistent with the terms of Section 6.8.2 hereof.

6.9.2.2 For Local Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic that is to be terminated to US LEC from a third party LEC or CMRS provider (provided BellSouth has a meet point billing arrangement with the CMRS provider),

BellSouth shall deliver such Local Traffic and IntraLATA toll Traffic to US LEC in accordance with the terms and conditions of such other party's transit agreement, and such third party LEC or CMRS provider (and not US LEC) shall be responsible to pay BellSouth the applicable transit service charges.

6.9.2.3 In the case of 800/888/877 calls originated from US LEC to a third party carrier, using tandem Transit services, the Transit service charge will be charged to the terminating carrier.

7. **Frame Relay Service**

7.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and US LEC's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which US LEC is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between US LEC and BellSouth Frame Relay Switches in the same LATA.

7.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

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

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

7.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

7.5.1 If all the data packets transported within a VC originate and terminate within the LATA, the traffic on that VC is local ("Local VC") for purposes of calculating the PLCU and for purposes of reciprocal compensation for Frame Relay packet data.

7.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

7.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, US LEC may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies US LEC that it has found that this method does not adequately represent the PLCU. Pending the development of a suitable mechanism for measuring packet data traffic, and assessment of reciprocal compensation for Local VC traffic, the Parties agree that the reciprocal compensation mechanism for Local VC traffic shall be bill and keep.

7.5.4 If there are no VCs on a particular facility when it is initially billed, the Parties will establish the PLCU based upon the average number of Local VCs and total VCs on other Frame Relay facilities between the Parties in the same LATA. If there are no other Frame Relay facilities between the Parties in the same LATA, the Parties will establish the PLCU based upon the average number of Local VCs and total VCs on other Frame Relay facilities between the Parties in the same state. If there are no other Frame Relay facilities between the Parties in the same state, the Parties will establish the PLCU based upon the average number of Local VCs and total VCs on other Frame Relay facilities between the Parties in BellSouth's nine state region. The PLCU established pursuant to this paragraph shall remain in effect for a period of ninety (90) days or until such time as one or more VCs are activated on the particular facility in question, whichever occurs first. Thereafter, the PLCU will be determined in accordance with Section 7.5.3 above.

7.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and US LEC will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. US LEC will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of US LEC's PLCU.

7.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and US LEC will pay, the total non-recurring and recurring charges for the NNI port. US LEC will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by US LEC's PLCU.

7.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

7.8 For the PVC segment between the US LEC and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

7.9 Compensation for PVC rate elements will be calculated as follows:

7.9.1 If US LEC orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the US LEC Frame Relay switch, BellSouth will invoice, and US LEC will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and US LEC Frame Relay switches. If the VC is a Local VC, US LEC will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to US LEC for the PVC segment.

7.9.2 If BellSouth orders a Local VC connection between a US LEC subscriber's PVC segment and a PVC segment from the US LEC Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and US LEC will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and US LEC Frame Relay switches. If the VC is a Local VC, US LEC will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to US LEC for the PVC segment.

7.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No, 1.

7.9.4 If US LEC requests a change, BellSouth will invoice and US LEC will pay a Feature Change charge for each affected PVC segment.

7.9.4.1 If BellSouth requests a change to a Local VC, US LEC will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

7.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

7.10 US LEC will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 7.5.3 above.

7.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

7.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

8. **Operational Support Systems (OSS) Rates**

BellSouth has developed and made available the following mechanized systems by which US LEC 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 OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS		**FL**
OSS **LSR** charge, per LSR received from the CLEC by one of the OSS interactive interfaces		$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces		$19.99 SOMAN

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

Denial/Restoral OSS Charge

In the event US LEC 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.

Cancellation OSS Charge

US LEC will incur an OSS charge for an accepted LSR that is later canceled by US LEC.

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

Threshold Billing Plan

The Parties agree that US LEC will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

LOCAL INTERCONNECTION - Florida

Exhibit: 1

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC															
	Single Rate for ISP-Bound Traffic, per MOU (June 14, 2001 through December 13, 2001)					0 0015										
	Single Rate for ISP-Bound Traffic, per MOU (December 14, 2001 through June 13, 2003)					0 001										
	Single Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through December 31, 2003)					0 0007										

LOCAL INTERCONNECTION - Florida													Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC															
	Single Rate for ISP-Bound Traffic, per MOU (June 14, 2001 through December 13, 2001)					0.0015										
	Single Rate for ISP-Bound Traffic, per MOU (December 14, 2001 through June 13, 2003)					0 001										
	Single Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through December 31, 2003)					0 0007										
	INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC															
	END OFFICE SWITCHING															
	End Office Switching Function, Per MOU			OHD		0 0009302										
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0 0006019										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006019										
	TRUNK CHARGE															
	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**			0H1 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															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0 0000035										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	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							
	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							
	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							
	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							
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	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						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	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									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118 64	40 34	39 07						
	DS3 Interface Unit (DS1 COCI) 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.										The Parties shall report a Percent Local Facility ("PLF") factor					
	to each other to designate the portion of switched dedicated facilities used for local traffic. Detailed requirements associated with PLF reporting shall be found in BellSouth's Jurisdictional Factors Reporting Guide.															