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October 26, 2001

Mrs. Blanca Bayo
Director
Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 323099-0850

Dear Mrs. Bayo:

RE: Docket No. 001305-TP (Supra Telecom – BellSouth Arbitration)

Enclosed is original and ten (10) copies of Supra Telecommunications and Information Systems, Inc.'s (Supra Telecom) resolved issues in the above captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Brian Chaiken
General Counsel

DOCUMENT NUMBER-DATE

13608 OCT 26 01

FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Hand Delivery or by U.S. Mail on this 26th day of October, 2001, to the following

Wayne Knight, Staff Counsel
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Nancy B. White
James Meza III
c/o Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301

and

R. Douglas Lackey
T. Michael Twomey
BellSouth Center
675 W. Peachtree Street
Suite 4300
Atlanta, Georgia 30375

SUPRA TELECOMMUNICATIONS AND
INFORMATION SYSTEMS, INC.



BRIAN CHAIKEN
2620 S. W. Avenue
Miami, Florida 33133

BELLSOUTH/SUPRA ARBITRATION RESOLVED ISSUES

SUMMARY

Thirteen (13) issues were either withdrawn at Issue Identification or were withdrawn or resolved during the Intercompany Review Board meeting in June. These are 2, 3, 6, 30, 36, 37, 39, 43, 50, 54, 56, 58 and 64.

Twenty (20) issues were either withdrawn or resolved during the mediation, the hearing or in subsequent meetings thereafter. These are A, 7, 9, 13, 14, 17, 25A, 25B, 26, 27, 31, 35, 41, 44, 45, 48, 51, 52, 53 and 55. The language to which the Parties agreed in settlement of these issues is set forth below. However, the Parties have not agreed to the placement of the language in the interconnection agreement. This will be determined in part when the Commission issues an order regarding Issue B.

Two (2) issues have been resolved in part, thus narrowing the issue to be decided by the Commission. These are issues 18 and 57.

SETTLEMENT LANGUAGE

ISSUE A: HAS BELLSOUTH OR SUPRA VIOLATED THE REQUIREMENT IN COMMISSION ORDER PSC-01-1180-FOF-TI TO NEGOTIATE IN GOOD FAITH PURSUANT TO SECTION 252 (B)(5) OF THE ACT? IF SO, SHOULD BELLSOUTH OR SUPRA BE FINED \$25,000 FOR EACH VIOLATION OF COMMISSION ORDER PSC-01-1180-FOF-TI, FOR EACH DAY OF THE PERIOD MAY 29, 2001 THROUGH JUNE 6, 2001?

The Parties agreed to withdraw this issue with no added language.

ISSUE 2: WHAT IS THE SCOPE OF THE ABILITY TO USE THE OTHER PARTY'S CONFIDENTIAL INFORMATION THAT IS OBTAINED PURSUANT TO THIS INTERCONNECTION AGREEMENT?

The Parties agreed to use language in existing agreement, found in the General Terms and Conditions, Section 18.

ISSUE 7: WHICH END USER LINE CHARGES, IF ANY, SHOULD SUPRA BE REQUIRED TO PAY BELLSOUTH?

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.

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.

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) identical to the end user common line charges BellSouth bills its end users. Supra may bill its end users Supra's end user common line charges.

Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

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.

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 ___ to this Attachment.

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 ___ to this Attachment.

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.

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.

ISSUE 9: WHAT SHOULD BE THE DEFINITION OF ALEC?

ALTERNATE LOCAL EXCHANGE COMPANY (“ALEC”) is as defined in the Florida Statutes.

ISSUE 13: WHAT SHOULD BE THE APPROPRIATE DEFINITION OF LOCAL TRAFFIC FOR PURPOSES OF THE PARTIES’ RECIPROCAL COMENSATION OBLIGATIONS UNDER SECTION 251(B)(5) OF THE 1996 ACT?

5. Interconnection Compensation

5.1 Compensation for Local and ISP-bound Traffic

5.1.1 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.

5.1.1.1 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.

5.1.1.2 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.

ISSUE 14: SHOULD BELLSOUTH PAY RECIPROCAL COMPENSATION TO SUPRA TELECOM WHERE SUPRA TELECOM IS UTILIZING UNES TO PROVIDE LOCAL SERVICE FOR THE TERMINATION OF LOCAL TRAFFIC TO SUPRA’S END USERS? IF SO, FOR WHICH UNES SHOULD RECIPROCAL COMPENSATION BE PAID?

Withdrawn. Issue addressed in connection with Issue 25B.

ISSUE 17: SHOULD SUPRA BE ALLOWED TO ENGAGE IN “TRUTHFUL” COMPARATIVE ADVERTISING USING BELLSOUTH’S NAME AND MARKS? IF SO, WHAT SHOULD BE THE LIMITS OF THAT ADVERTISING, IF ANY?

9.1 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 9.1 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.

ISSUE 25A: SHOULD BELLSOUTH CHARGE SUPRA TELECOM ONLY FOR UNES THAT IT ORDERS AND USES?

Withdrawn with no added language.

ISSUE 25B: SHOULD UNES ORDERED AND USED BY SUPRA TELECOM BE CONSIDERED PART OF ITS NETWORK FOR THE PURPOSES OF RECIPROCAL COMPENSATION, SWITCHED ACCESS CHARGES AND INTER/INTRALATA SERVICES?

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 ___ of Attachment 2 of this Agreement.

ISSUE 26: UNDER WHAT RATES, TERMS AND CONDITIONS MAY SUPRA TELECOM PURCHASE NETWORK ELEMENTS OR COMBINATIONS TO REPLACE SERVICES CURRENTLY PURCHASED FROM BELL SOUTH TARIFFS?

Special Access Service Conversions

Supra may not convert special access services to combinations of loop and transport network elements, whether or not Supra self-provides its entrance facilities (or obtains entrance facilities from a third party), unless, Supra 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 requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Supra shall provide to BellSouth a written letter, pursuant to the notices requirement as set forth in Section ___ of the General Terms and Conditions, certifying that Supra 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 seeks to qualify for conversion of special access circuits. Supra 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:

Supra 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 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

Supra 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'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

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 does not need to provide a defined portion of the 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.

In addition, there may be extraordinary circumstances where Supra 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 may petition the FCC for a waiver of the local usage options set forth herein. If a waiver is granted, then upon Supra's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

BellSouth may, at its sole expense, audit Supra records in order to determine Supra's compliance with the local usage options set forth above. All audits shall be conducted by a third party independent auditor, and Supra 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 noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Supra shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Supra 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.

The Parties further acknowledge that on a going forward basis, Supra may purchase additional special access service under BellSouth's applicable tariffs and convert such special access circuits to EELs, pursuant to the terms of this Agreement, subject to such circuits meeting the local usage options of this Section.

When an existing special access service 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.

Conversion of Service As Is

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 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.

To be added to the BFR Attachment:

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.

ISSUE 27: SHOULD THERE BE A SINGLE POINT OF INTERCONNECTION WITHIN THE LATA FOR THE MUTUAL EXCHANGE OF TRAFFIC? IF SO, HOW SHOULD THE SINGLE POINT BE DETERMINED?

The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access).

BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.

Supra shall provide interconnection to BellSouth at any mutually agreed upon point.

Supra 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's originated Local Traffic and ISP-bound Traffic terminated to BellSouth and transit traffic terminated to other than BellSouth. If Supra 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 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'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 to home its NPA/NXX(s) on a BellSouth access or local tandem, Supra'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.

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.

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.

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:

It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.

It is a point where BellSouth and Supra can verify and maintain specific performance objectives.

It is specified according to the interface offered in this Agreement

The Parties provide their own equipment to interface with the circuits on the customer premises.

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'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 originated Local and ISP-bound Traffic and local originating and terminating transit traffic.

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.

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, 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.

BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated Local Traffic to Supra for call transport and termination by Supra.

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.

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.

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.

ISSUE 31: SHOULD BELLSOUTH BE ALLOWED TO AGGREGATE LINES PROVIDED TO MULTIPLE LOCATIONS OF A SINGLE CUSTOMER TO RESTRICT SUPRA TELECOM'S ABILITY TO PURCHASE LOCAL CIRCUIT SWITCHING AT UNE RATES TO SERVE ANY OF THE LINES OF THAT CUSTOMER?

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 end users' physical locations with four or more voice grade (DS0) equivalents or lines, provided that BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport (also known as the enhanced extended link ("EEL")) throughout Density Zone 1, and BellSouth's local circuit switches are located in:

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
2. Density Zone I, as defined in 47 C.F.R. § 69.123, as of January 1, 1999.

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.

ISSUE 35: IS CONDUCTING A STATEWIDE INVESTIGATION OF CRIMINAL HISTORY RECORDS FOR EACH SUPRA TELECOM EMPLOYEE OR AGENT BEING CONSIDERED TO WORK ON A BELLSOUTH PREMISES A SECURITY MEASURE THAT BELLSOUTH MAY IMPOSE ON SUPRA TELECOM?

- 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.

ISSUE 41: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE SUPRA TELECOM THE RIGHT TO AUDIT BELLSOUTH'S BOOKS AND RECORDS IN ORDER TO CONFIRM THE ACCURACY OF BELLSOUTH'S BILLS?

- 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 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 may request to review any documents or records legitimately related to its billing regardless of whether or not Supra may have received such documentation or records previously. Supra 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 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 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 for Services and Elements or Combinations provided during the period covered by the audit.
- 12.1.5 Audits shall be at Supra'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 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 or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Supra 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 Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions 1.
 - 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.

ISSUE 44: WHAT ARE THE APPROPRIATE CRITERIA UNDER WHICH RATES, TERMS OR CONDITIONS MAY BE ADOPTED FROM OTHER FILED AND APPROVED INTERCONNECTION AGREEMENTS? WHAT SHOULD BE THE EFFECTIVE DATE OF SUCH AN ADOPTION?

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.

ISSUE 45: SHOULD BELLSOUTH BE REQUIRED TO POST ON ITS WEB-SITE ALL BELLSOUTH INTERCONNECTION AGREEMENTS WITH THIRD PARTIES? IF SO, WHEN?

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.

ISSUE 48: IS BELLSOUTH OBLIGATED TO PROVIDE SUPRA TELECOM WITH BILLING RECORDS? IF SO, WHICH RECORDS SHOULD BE PROVIDED AND IN WHAT FORMAT?

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 in CABS format.

ISSUE 51: SHOULD BELLSOUTH BE ALLOWED TO IMPOSE A MANUAL ORDERING CHARGE WHEN IT FAILS TO PROVIDE AN ELECTRONIC INTERFACE?

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 _____, attached hereto and incorporated herein 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.

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 MCIm. BellSouth may only charge manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives.

ISSUE 52: FOR PURPOSES OF THE INTERCONNECTION AGREEMENT BETWEEN SUPRA TELECOM AND BELLSOUTH, SHOULD THE RESALE DISCOUNT APPLY TO ALL TELECOMMUNICATION SERVICES BELLSOUTH PROVIDES TO END USERS, REGARDLESS OF THE TARIFF IN WHICH THE SERVICE IS CONTAINED?

- 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.

Exhibit B

**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 SM Svc (See Note 3)	Yes	No
9	MemoryCall [®] Service	Yes	No
10	Mobile Services (GSST § 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 AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

ISSUE 53: HOW SHOULD THE DEMARCATION POINTS FOR UNES BE DETERMINED?

- BellSouth shall offer unbundled network elements (UNEs) to Supra at the rates, terms and conditions set forth in this Agreement.

- BellSouth shall permit Supra to connect Supra's facilities with each of BellSouth's UNEs at any technically feasible demarcation point, and BellSouth shall provide Supra access to the Supra side of such demarcation point.
- Supra 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.
- Bellsouth shall offer each UNE individually and in the combinations specifically described in this Attachment.
- 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 agrees is suitable. However, where BellSouth provides combinations of UNEs to Supra, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined UNEs.

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.

ISSUE 55: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE AN APPLICATION-TO-APPLICATION ACCESS SERVICE ORDER INQUIRY PROCESS FOR PURPOSES OF THE INTERCONNECTION AGREEMENT BETWEEN SUPRA TELECOM AND BELLSOUTH?

Withdrawn with no added language.

PARTIALLY RESOLVED ISSUES

ISSUE 18: WHAT ARE THE APPROPRIATE RATEES FOR THE FOLLOWING SERVICES, ITEMS OR ELEMENTS SET FORTH IN THE PROPOSED INTERCONNECTION AGREEMENT?

- A) RESALE
- B) NETWORK ELEMENTS
- C) INTERCONNECTION
- D) COLLOCATION
- E) LPN/INP
- F) BILLING RECORDS
- G) OTHER

Resolved only with respect to (A) RESALE, and (D) COLLOCATION.

A) Resale

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.

Exhibit A

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.

DISCOUNT*

<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>	<u>CSAs</u>
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.

D) Collocation

Resolved using Collocation rate sheet forwarded to Supra from BellSouth via e-mail on September 24, 2001.

ISSUE 57: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE DOWNLOADS OF RSAG, LFACS, PSIMS, AND PIC DATABASES WITHOUT LICENSE AGREEMENTS AND WITHOUT CHARGE?

Resolved only with respect to PSIMS and PIC.

Attachment 7, Interface Requirements for Ordering and Provisioning, Maintenance and Repair And Pre-Ordering

1.9 Product and Service Information Management Systems (“PSIMS”).

1.9.1 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.