

BellSouth Telecommunications, Inc.

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May 14, 2002

Mrs. Blanca S. Bayo
Director, Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of the negotiated Standalone Interconnection agreement between BellSouth Telecommunications, Inc. ("BellSouth") and XO Florida, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

020423-TP

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and XO Florida, Inc. are submitting to the Florida Public Service Commission their negotiated Standalone Interconnection agreement for the interconnection, resale and collocation of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to XO Florida, Inc.. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated Standalone Interconnection agreement between BellSouth and XO Florida, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement, and as such this agreement will be deemed effective by operation of law on August 14, 2002.

Very truly yours,



Regulatory Vice President (6A)

DOCUMENT NUMBER-DATE

05177 MAY 14 8

FPSC-COMMISSION CLERK

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and XO Florida, Inc. ("XO") a Washington corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or XO or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, XO is a CLEC authorized to provide telecommunications services in the state of Florida; and

WHEREAS, XO wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

WHEREAS, pursuant to the Act, BellSouth and XO have entered into good faith negotiations to renegotiate a new Agreement (the "Subsequent Agreement") to replace the existing interconnection agreement between the Parties, which expired on June 22, 2001 (the Interconnection Agreement);

WHEREAS, until such time as the Parties execute a Subsequent Agreement, BellSouth and XO shall continue to operate under the rates, terms and conditions of the Interconnection Agreement; and

WHEREAS, BellSouth and XO are currently involved in an arbitration proceeding before the Florida Public Service Commission ("FPSC") to resolve any and all disputes which arose during the course of the above-referenced negotiations; and

WHEREAS, BellSouth desires to offer and XO desires to purchase the following Unbundled Network Elements: OC3 and OC-12 loops, OC3 and OC-12 Local Channel-Dedicated Transport, OC3 and OC-12 Interoffice Channel - Dedicated Transport and Branding Services for Operator Call Processing and Directory Assistance during the pendency of the above-referenced arbitration.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and XO agree as follows:

1. **Introduction**
 - 1.1 This Agreement sets forth the rates, terms, conditions at which BellSouth agrees to provision its OC3 and OC-12 loops, OC3 and OC-12 Local Channel - Dedicated

Transport, OC3 and OC-12 Interoffice-Dedicated Transport and Branding Services for Operator Call Processing and Directory Assistance in the state of Florida pending execution of a Subsequent Agreement. The Parties agree to the rates, terms and conditions for OC-3 and OC-12 Loops, OC3 and OC-12 Local Channel – Dedicated Transport, OC3 and OC-12 Interoffice Channel – Dedicated Transport facilities, Branding Services for Operator Call Processing and Directory Assistance that are set forth in Attachment 1 and Exhibit A hereto. This Agreement and the terms of Attachment 1 and Exhibit A hereto shall supersede any conflicting rates, terms and conditions contained in the Interconnection Agreement, and Section 3 of Attachment 1 shall specifically supercede the terms and conditions for Branding Services for Operator Call Processing and Directory Assistance in Section 12.4 of Attachment 2 of the Interconnection Agreement and any corresponding rates.

2. **Definitions**

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

Telecommunications is as defined by the FCC in the Code of Federal Regulations.

Telecommunications Service is as defined by the FCC in the Code of Federal Regulations.

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

2. Term of the Agreement

- 2.1 The term of this Agreement shall commence on the date it is executed by both Parties. It shall remain in effect until such time as the Parties execute a Subsequent Agreement upon issuance of an effective order by the FPSC resolving the disputes at issue in the pending arbitration proceeding. This Agreement shall apply to the state of Florida. Upon execution of a Subsequent Agreement, this Agreement shall be deemed null and void.

3. Parity

BellSouth shall provide XO with interconnection, Services for resale, and access to unbundled Network Elements at parity as defined by the FCC in the Code of Federal Regulations.

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

- 4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for XO, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to XO end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for XO end users for the same length of time it maintains such information for its own end users.
- 4.2 Subpoenas Directed to XO. Where BellSouth is providing to XO telecommunications services for resale or providing to XO the local switching function, then XO agrees that in those cases where XO receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to XO end users, and where XO does not have the requested information, XO will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 4.1 above.
- 4.3 In all other instances, where either Party receives a subpoena or court ordered request for information involving the other Party's end user, and the Party does not possess such information, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

5. Liability and Indemnification

- 5.1 Liability. In the event that either party consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of that party under this Agreement.
- 5.2 Liability for Acts or Omissions of Third Parties. Neither party shall be liable to the other for any act or omission of another telecommunications company providing services to such other party.
- 5.3 Limitation of Liability
- 5.3.1 Except for any indemnification obligations of the Parties hereunder, or except as otherwise provided herein, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 5.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 5.3.3 Neither BellSouth nor XO shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 5.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of

liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

5.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

5.4 **Indemnification for Certain Claims.** The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

5.5 **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR REQUIRED BY LAW, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

6. **Intellectual Property Rights and Indemnification**

6.1 **No License.** No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, service mark or trademark of the other Party. Notwithstanding the foregoing, XO may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.

6.2 **Ownership of Intellectual Property.** Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for

the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

- 6.3 **Indemnification.** The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based on such claims in accordance with Section 8 of this Agreement.
- 6.4 **Claim of Infringement.** In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 6.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 6.4.2 obtain a license sufficient to allow such use to continue.
- 6.4.3 In the event 6.4.1 or 6.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim. In the event a limited termination adversely impacts the services, the party receiving services may terminate this Agreement without further liability to the party providing services other than payment for services rendered prior to termination.
- 6.5 **Exception to Obligations.** Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which specifications and the implementation thereof result in the infringement alleged;

or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

7. **Proprietary and Confidential Information**

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

- 7.1 **Use and Protection of Information.** Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with the provision of services or performance of duties under this Agreement. No employee of Recipient with end user marketing or sales responsibility shall have access to or notification of receipt of such Information, nor will copies be made of such Information except for the Recipient's internal use as necessary to comply with or implement the terms of this Agreement.

- 7.2 **Exceptions.** Recipient will not have an obligation to protect any portion of the Information which:
(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

- 7.3 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise provided herein or as agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing Information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to

support a request for arbitration or an allegation of failure to negotiate in good faith.

- 7.4 Except as otherwise provided herein, recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 7.5 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.
- 7.6 Survival of Confidentiality Obligations. The Parties' obligations under this Section 10 with regard to maintaining the confidentiality of Information provided by the other Party shall survive and continue in effect until the latter of three (3) years after the expiration or termination date of this Agreement or three (3) years after the expiration or termination date of any subsequent interconnection agreement that by its terms expressly supercedes this Agreement. Thereafter, the Parties obligations hereunder shall survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8. **Assignments**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of XO, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

9. **Resolution of Disputes**

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

10. Taxes

- 10.1 **Definition.** For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding all property and ad valorem taxes or surcharges and any taxes levied on income.
- 10.2 **Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.**
- 10.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 10.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 10.3 **Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.**
- 10.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 10.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed; provided, however, that the purchasing Party shall not be liable for taxes and fees that the providing Party inadvertently failed to bill solely as a result of a billing error.
- 10.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest

the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 10.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 10.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 10.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee undertaken at the request of the purchasing party.
- 10.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 10.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 10.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 10.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed; provided, however, that the purchasing Party shall not be liable for taxes and fees that the providing Party inadvertently failed to bill solely as a result of a billing error. Liability for penalties shall be governed by Section 10.4.5.

- 10.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. If, after consultation in accordance with this Section, the purchasing party does not agree with the providing party's final determination as to the application or basis of a particular tax or fee, and if the providing party, after receipt of a written request by the purchasing party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing party, the purchasing party may utilize the dispute resolution process outlined in the General Term and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing party prevails in such dispute resolution proceeding, it shall be entitled to a refund, including interest, in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.
- 10.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 10.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount plus interest. The providing Party shall be responsible for any penalties assessed thereon, unless the purchasing Party had requested that the providing Party not charge tax on the transactions, in which case the purchasing Party shall be liable for such penalties.
- 10.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee undertaken at the request of the purchasing party.
- 10.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior

to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

- 10.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. Provided, further, that BellSouth shall not, in the case of such non-performance, be excused from its obligation to ensure parity of service to XO with the service BellSouth provides its own affiliates, subsidiaries, and/or end users.

12. **Adoption of Agreements**

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to XO any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to the interconnection, service, or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted; provided, however, that in the event BellSouth, pursuant to an amendment filed with the Commission, extends the term of the agreement from which XO adopts any such provisions, the term of the

adopted agreement or provisions shall expire on the expiration date, as extended pursuant to such amendment, of the agreement which was adopted.

13. Modification of Agreement

13.1 If XO changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of XO to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

13.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

13.3 In the event that any effective regulatory, legislative, judicial, or other legal action materially affects any material terms of this Agreement, or the ability of XO or BellSouth to perform any material terms of this Agreement, XO or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

13.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above. In the event that any legal action described in Section 13.3 of this Agreement occurs near to or after the expiration date of this Agreement, or in the event this Agreement does not contain rates, terms and/or conditions for any unbundled network element that BellSouth generally makes available, then upon request of either Party, the Parties shall negotiate a separate agreement to implement any such changes in law, or to make available to XO such unbundled network elements.

14. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

15. Severability

If any provision of this Agreement, or the application of such provision to either

Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

16. Waivers

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

17. Governing Law

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

18. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

19. Notices

19.1 With respect to legal notices, every such notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

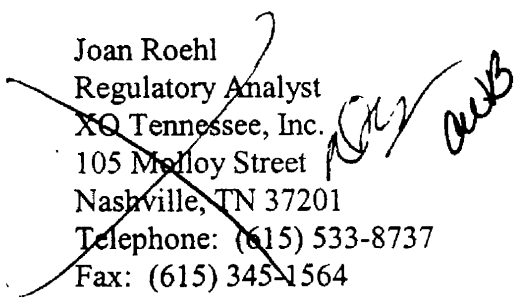
General Attorney - COU
Suite 4300
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or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 19.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 19.3 Notwithstanding the foregoing, BellSouth may provide XO notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs. BellSouth shall provide XO with thirty (30) days' notice of all tariff changes and changes to BellSouth's business rules affecting ordering, provisioning, and maintenance (or such other notice as may be otherwise required by applicable law). Notices provided pursuant to this Section 19.3 will not have the effect of modifying any provision of this Agreement.

20. Rule of Construction

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

21. Headings of No Force or Effect

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

22. Multiple Counterparts

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

23. Implementation of Agreement

If XO is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template which may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

24. Filing of Agreement

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

25. Compliance with Applicable Law

Each Party shall be responsible for its compliance with all laws applicable to this

Agreement.

26. Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

27. Good Faith Performance

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

28. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to XO as a requesting carrier under the Act).

29. Survival

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

30. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Except as otherwise provided in this Agreement, including the Attachments hereto, as of the effective date, any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement; provided, however, that to the extent nonrecurring charges for any services ordered under prior agreements have already been paid, no additional nonrecurring charges for those same existing services shall be due. Except as required by law, neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly

stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

BellSouth Telecommunications, Inc.

By: CW Boltz
Name: C. W. BOLTZ
Title: MANAGING DIRECTOR
Date: 4-17-02

XO Florida, Inc.

By: [Signature]
Name: DANA STAFFER
Title: VICE PRESIDENT
Date: 4-10-02

The specific terms, conditions, and rates that apply to the Unbundled Network Elements being offered in this Stand Alone Agreement are described in this Attachment and Exhibit A to this Agreement.

1. **Digital Loops**

1.1 **OC3 Loop /OC-12 Loop.** OC3 and OC-12 loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 -155.52 Mbps; OC-12 – 622.08 Mbps.

2.4 **Dedicated Transport**

2.4.1 **Definitions**

2.4.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

2.4.3 **Unbundled Local Channel**

2.4.4 Unbundled Local Channel is the dedicated transmission path between XO's Point of Presence and the BellSouth Serving Wire Center's collocation.

2.4.5 **Unbundled Interoffice Channel.**

2.4.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

2.4.7 BellSouth shall offer Dedicated Transport in each of the following ways:

2.4.7.1 As capacity on a shared UNE facility.

2.4.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to XO. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

2.4.8 When Dedicated Transport is provided it shall include:

2.4.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

- 2.4.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 2.4.9 Rates for Dedicated Transport are as set forth in Exhibit A to this Agreement.
- 2.4.10 Technical Requirements
- 2.4.10.1 This Section sets forth technical requirements for all Dedicated Transport.
- 2.4.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to XO designated traffic.
- 2.4.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
- 2.4.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 2.4.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 2.4.10.6 OC-3/OC-12/OC-48 facilities are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate
- 2.4.10.7 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 2.4.10.7.1 DS0 Equivalent;
- 2.4.10.7.2 DS1;
- 2.4.10.7.3 DS3;
- 2.4.10.7.4 OC-3;
- 2.4.10.7.5 OC-12; and
- 2.4.10.7.6 OC-48.
- 2.4.11 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by XO.
- 2.4.12 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

- 2.4.12.1 BellSouth Technical References:
- 2.4.12.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 2.4.12.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
- 2.4.12.4 TR 73525 MegaLink[®] Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications; Issue C, May 1996.
- 2.4.13 Provided that the facility is used to transport a significant amount of local exchange services XO shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

3. **Branding for Operator Call Processing and Directory Assistance**

- 3.1 BellSouth's branding feature provides a definable announcement to XO end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows XO to have its calls custom branded with XO's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit A to Attachment 1 to this Agreement.
- 3.2 BellSouth offers three (3) service levels of branding to XO when ordering BellSouth's Directory Assistance and Operator Call Processing.
 - 3.2.1 Service Level 1 - BellSouth Branding
 - 3.2.2 Service Level 2 - Unbranding
 - 3.2.3 Service Level 3 - Custom Branding
- 3.3 Upon receipt of the custom branding order from XO, the order is considered firm after 10 business days. Should XO decide to cancel the order, written notification to XO's BellSouth Account Executive is required. If XO decides to cancel after 10 business days from receipt of the custom branding order, XO shall pay all charges per the order.
- 3.3 Where XO resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route XO's end user calls to that provider through Selective Carrier Routing.
- 3.4 **For Use with an Unbundled Port**
 - 3.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for XO to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA

or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

- 3.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 3.4.3 Where available, XO specific and unique line class codes are programmed in each BellSouth end office switch where XO intends to serve end users with customized OS/DA branding. The line class codes specifically identify XO's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and XO intends to provide XO -branded OS/DA to its end users in these multiple rate areas.
- 3.4.4 BellSouth Branding is the Default Service Level.
- 3.4.5 SCR-LCC supporting Custom Branding and Self Branding require XO to order dedicated trunking from each BellSouth end office identified by XO, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the XO Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.
- 3.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by XO to the BellSouth TOPS. These calls are routed to "No Announcement."
- 3.4.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded-OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.
- 3.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, XO shall not be required to purchase dedicated trunking.

- 3.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, XO must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, XO must submit a manual order form which requires, among other things, XO's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. XO shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon XO's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all XO end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 3.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in in Exhibit A to Attachment 1 of this Agreement. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill XO applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, XO shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where XO is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.
- 3.5 For Facilities Based Carriers**
- 3.5.1 All Service Levels require XO to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 3.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which XO requires service.
- 3.5.3 Directory Assistance customized branding uses:
- 3.5.3.1 the recording of XO;
- 3.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 3.5.3.3 Operator Call Processing customized branding uses:
- 3.5.3.4 the recording of XO;
- 3.5.3.5 the front-end loading of the DRAM in the TOPS Switch;

3.5.3.6

the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

Unbundled Network Elements
FLORIDA

FLORIDA - UNBUNDLED NETWORK ELEMENTS		RATES (\$)							OSS RATES (\$)											
CATEGORY	UNBUNDLED NETWORK ELEMENT	Zone	ICS	USOC	Nonrecurring				Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add1	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Adj1				
					Res	First	Adj1	First	Adj1	SOMEK							SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																				
HIGH CAPACITY LOCAL LOOP																				
NOTE: High Capacity Local Loop - 4 month minimum billing period																				
	High Capacity Unbundled Local Loop - OC3 - Per mile per month		UDL03	1L5ND	8.29															
	High Capacity Unbundled Local Loop -OC3 - 4-fiber Facility Termination per month		UDL03	UDL34	618.65	561.12	265.23	72.03	70.56		11.90									
	High Capacity Unbundled Local Loop - OC12 - Per mile per month		UDL12	1L5ND	10.20															
	High Capacity Unbundled Local Loop - OC12- 4-fiber Facility Termination per month		UDL12	UDL24	1985.00	680.93	265.23	72.03	70.56		11.90									
UNBUNDLED TRANSPORT																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC3																				
NOTE: Interoffice Channel - Dedicated Transport - OC3 - 4 month minimum billing period																				
	Interoffice Channel - Dedicated Transport - OC3 - Per Mile Per Month		U1T03	1L5XX	7.65															
	Interoffice Channel - Dedicated Transport - OC3 - 4-fiber Facility Termination per month		U1T03	U1T3F	2,884.00	507.67	211.79	72.03	70.56		11.90									
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC12																				
NOTE: Interoffice Channel - Dedicated Transport - OC-12 - 4 month minimum billing period																				
	Interoffice Channel - Dedicated Transport - OC-12 - Per mile per month		U1T12	1L5XX	24.55															
	Interoffice Channel - Dedicated Transport - OC - 12 - 4 fiber Facility Termination per month		U1T12	U1T2F	11076.00	627.49	211.79	72.03	70.56		11.90									
LOCAL CHANNEL - DEDICATED TRANSPORT																				
NOTE: Local Channel - Dedicated Transport - 4 month minimum billing period																				
	Local Channel - Dedicated - OC3 - Per Mile Per Month		ULD03	1L5NC	7.14															
	Local Channel - Dedicated - OC3 - 4 fiber Facility Termination per month		ULD03	ULD34	892.72	561.12	265.23	72.03	70.56		11.90									
	Local Channel - Dedicated - OC12 - Per Mile Per Month		ULD12	1L5NC	10.20															
	Local Channel - Dedicated - OC12 -4 fiber Facility Termination per month		ULD12	ULD24	2614.00	680.93	265.23	72.03	70.56		11.90									
BRANDING - OPERATOR CALL PROCESSING																				
	Recording of Custom Branded OA Announcement			CBAOS		7,000.00	7,000.00				10.73									
	Loading of Custom Branded OA Announcement per shelf/NAV			CBAOL		500.00	500.00				10.73									
	Unbranding via OLNS for UNEP CLEC																			
	Loading of OA per OCN (Regional)					1,200.00	1,200.00													
BRANDING - DIRECTORY ASSISTANCE																				
Facility Based CLEC																				
	Recording and Provisioning of DA Custom Branded Announcement		AMT	CBADA		6,000.00	6,000.00													
	Loading of Custom Branded Announcement per DRAM Card/Switch		AMT	CBADC		1,170.00	1,170.00													
UNEP CLEC																				
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00													
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN					1,170.00	1,170.00													
	Unbranding via OLNS for UNEP CLEC																			
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00													
	Loading of DA per Switch per OCN					16.00	16.00													

Unbundled Network Elements
FLORIDA

CATEGORY	UNBUNDLED NETWORK ELEMENT	Zone	BCS	UBOC	RATES (\$)				OSS RATES (\$)						
					Rtg	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add1
						First	Add1	First	Add1						
						SOMEK	SOMAN	SOMAN	SOMAN						
SELECTIVE ROUTING	Selective Routing Per Unique Line Class Code Per Request Per Switch			USRCR		84.33	84.33	11.48	11.46		10.73				