

BELLSOUTH

BellSouth Telecommunications, Inc.

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Vice President
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January 3, 2003

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

030024-TP

Re: Approval of the Adoption of the negotiated agreement for Interconnection, Unbundling, Resale and, Collocation by BellSouth Telecommunications, Inc. ("BellSouth") and Supra Telecommunications and Information Systems, Inc. by Litestream Technologies, LLC pursuant to Sections 251,252 and 271 of the Telecommunications Act of 1996.


Dear Mrs. Bayo:

Pursuant to the Telecommunications Act of 1996, BellSouth and Supra Telecommunications and Information Systems, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling of specific network elements, collocation of BellSouth networks, and resale of their telecommunications services to Supra Telecommunications and Information Systems, Inc.. The agreement was negotiated pursuant to sections 251,252 and 271 of the Act.

Please be advised that Supra Telecommunications and Information Systems, Inc. has adopted the BellSouth/ Litestream Technologies, LLC agreement and any and all amendments in its entirety. The original agreement was approved in FPSC Docket No. 001305-TP. It is understood by all parties that the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Supra Telecommunications and Information Systems, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement, or any portion thereof, discriminates against a telecommunications carrier not a party to the agreement, or if 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. This agreement will be deemed effective by operation of law on April 3, 2003.

Very truly yours,


Regulatory Vice President (KA)

DOCUMENT NUMBER-DATE

00085 JAN-30

FPSC-COMMISSION CLERK

**ATTACHMENT TO TRANSMITTAL LETTER
FOR CLEC Contracts and Adoption Papers**

The Agreement entered into by and between Litestream Technologies, LLC and BellSouth Telecommunications, Inc., dated December 4, 2002, for the state of Florida consists of the following:

ITEM	NO. PAGES
Adoption Papers	5
Exhibit 1 Title Page	1
Exhibit 1 Contents	597
TOTAL	603

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Litestream Technologies, LLC ("Litestream"), a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Litestream has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Supra Telecommunications and Information Systems, Inc. ("Supra") dated July 15, 2002 for the state of Florida.

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

1. Litestream and BellSouth shall adopt in its entirety, except as noted in Items 2, 3, 4, and 5 below, the Supra Interconnection Agreement dated July 15, 2002 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Supra Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	5
Title Page	3
Table of Contents	2
General Terms and Conditions	34
Attachment 1	18
Attachment 2	224

Attachment 3	34
Attachment 4	76
Attachment 5	79
Attachment 6	46
Attachment 7	12
Attachment 8	39
Attachment 9	2
Attachment 10	5
Attachment 11	8
Attachment 12	2
Attachment 13	10
Adoption of AT&T FL Dispute Resolution Process	4
TOTAL	603

2. The Parties agree to add in Section 17, "Notices" in the General Terms and Conditions, a new Section 17.3 as set forth below:

17.3 Notwithstanding the foregoing, BellSouth may provide Litestream 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.

3. The Parties agree to delete language in Section 3.22 of Attachment 1, Resale, and replace with that language reflected below:

3.22 Notwithstanding the foregoing, BellSouth may provide Litestream 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.

4. The Parties agree to add new Section 6.3.2 to Attachment 3, Local Interconnection, as set forth below, Percent Local Facility:

6.3.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. For purposes of developing the PLF, each Party shall consider every local and ISP-bound call and

every long distance call, excluding Transit Traffic. The PLF shall be applied to Multiplexing, Local Channel, and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July, and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

5. The Parties agree to add Section 17.4 to Attachment 6, Connectivity Billing and Recording, as set forth herein below, Deposit Policy.

17.4 Deposit Policy. Litestream shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Litestream from its obligation to make complete and timely payments of its bill. Litestream shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Litestream's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Litestream fails to remit to BellSouth any deposit requested pursuant to this Section, service to Litestream may be terminated in accordance with the terms of Section 17.2 of this Attachment, and any security deposits will be applied to Litestream's account(s). In the event Litestream defaults on its account, service to Litestream will be terminated and any security deposits will be applied to Litestream's account.

6. In the event that Litestream consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Litestream under this Agreement.

7. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the Supra Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the Supra Interconnection Agreement, the effective date shall be July 15, 2002.

8. Litestream shall accept and incorporate any amendments to the Supra Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

9. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Litestream Technologies, LLC

Robert Rubin
President
Litestream Technologies, LLC
1500 San Remo Ave.
Suite 225
Coral Gables, FL 33146

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. 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.

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

BellSouth Telecommunications, Inc.

Elizabeth R. A. Shiroishi
Signature

Elizabeth R. A. Shiroishi
Name

Assistant Director
Title

10/4/02
Date

Litestream Technologies, LLC

Robert D. Rubin
Signature

Robert D. Rubin
Name

President
Title

October 29, 2002
Date