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September 11, 2006

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

060613-TP


Re: Approval of Interconnection, Unbundling, Resale and Collocation Agreement
between BellSouth Telecommunications, Inc. and Blonder Tongue Telephone, LLC

Dear Ms. Bayo:

Please find enclosed for filing and approval, the original and two copies of the
Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth
Telecommunications, Inc. (BellSouth) and Blonder Tongue Telephone, LLC.

If you have any questions please do not hesitate to contact Robyn Holland at (850)
577-5551.

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

08313 SEP 12 06

BELL SOUTHERN TELECOMMUNICATIONS

BELLSOUTH® / CLEC Agreement

Customer Name: Blonder Tongue Telephone, LLC

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Interconnection Agreement
Between
BellSouth Telecommunications, Inc.
and
Blonder Tongue Telephone, LLC

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**AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Blonder Tongue Telephone, LLC (Blonder Tongue Telephone), a New Jersey corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Blonder Tongue Telephone or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Florida; and

WHEREAS, Blonder Tongue Telephone is or seeks to become a CLEC authorized to provide telecommunications services in the states of Florida; and

WHEREAS, pursuant to Sections 251 and 252 of the Act; Blonder Tongue Telephone wishes to purchase certain services from BellSouth; and

WHEREAS, Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

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

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 ten percent (10%).

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.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

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.).

1. CLEC Certification

- 1.1 Blonder Tongue Telephone agrees to provide BellSouth in writing Blonder Tongue Telephone's CLEC certification from the Commission for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval. Additionally, Blonder Tongue Telephone shall provide to BellSouth an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.
- 1.2 To the extent Blonder Tongue Telephone is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Blonder Tongue Telephone may not purchase services hereunder in that state. Blonder Tongue Telephone will notify BellSouth in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, BellSouth will file this Agreement in that state, and Blonder Tongue Telephone may purchase services pursuant to this Agreement in that state, subject to establishing appropriate accounts in the additional state as described in Attachment 7.
- 1.3 Should Blonder Tongue Telephone's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, suspend or terminate this Agreement immediately and all monies owed on all outstanding invoices for services provided in that state shall become due, or BellSouth may refuse to

provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. Blonder Tongue Telephone shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2. Term of the Agreement

- 2.1 The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Florida. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of the initial term of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. § 252.
- 2.3.1 Blonder Tongue Telephone may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to Blonder Tongue Telephone. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Blonder Tongue Telephone pursuant to the rates, terms and conditions set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

2.3.2 Notwithstanding Section 2.2 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.

2.4 If, at any time during the term of this Agreement, BellSouth is unable to contact Blonder Tongue Telephone pursuant to the Notices provision hereof or any other contact information provided by Blonder Tongue Telephone under this Agreement, and there are no active services being provisioned under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to Blonder Tongue Telephone pursuant to the Notices section hereof.

2.5 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due. In such event, Blonder Tongue Telephone is solely responsible for notifying its customers of any discontinuance of service.

3. Nondiscriminatory Access

When Blonder Tongue Telephone purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to customers, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to others, including its customers. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Blonder Tongue Telephone shall be at least equal to that which BellSouth provides to itself and shall be the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of BellSouth and the network of Blonder Tongue Telephone shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's customers and service quality as perceived by Blonder Tongue Telephone.

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

- 4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for Blonder Tongue Telephone, or, if applicable under this Agreement, switching, 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 Blonder Tongue Telephone customers. 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 Blonder Tongue Telephone customers for the same length of time it maintains such information for its own customers.
- 4.2 Subpoenas Directed to Blonder Tongue Telephone. Where BellSouth is providing resold services to Blonder Tongue Telephone, or, if applicable under this Agreement, switching, then Blonder Tongue Telephone agrees that in those cases where Blonder Tongue Telephone receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Blonder Tongue Telephone customers, and where Blonder Tongue Telephone does not have the requested information, Blonder Tongue Telephone will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with Section 4.1 above.
- 4.3 In all other instances, where either Party receives a request for information involving the other Party's customer, 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 Blonder Tongue Telephone Liability. In the event that Blonder Tongue Telephone consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using Blonder Tongue Telephone's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of Blonder Tongue Telephone under this Agreement.
- 5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Blonder Tongue Telephone for any act or omission of another entity providing any services to Blonder Tongue Telephone.
- 5.3 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to Blonder Tongue Telephone pursuant to Attachment 9 hereof

shall be credited against any damages otherwise payable to Blonder Tongue Telephone pursuant to this Agreement.

- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers 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 customer 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, except to the extent caused by the other Party's gross negligence or willful misconduct, 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.
- 5.3.2 Neither BellSouth nor Blonder Tongue Telephone shall be liable for damages to the other Party's terminal location, equipment or customer 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.
- 5.3.3 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.
- 5.3.4 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. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, 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 Party'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 Party's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

- 5.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, 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. Except as expressly set forth in Section 6.2 below, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.
- 6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable 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. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. 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 Intellectual Property Remedies

6.3.1 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 solely on such claims in accordance with Section 5 above.

6.3.2 Claim of Infringement

6.3.2.1 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, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

6.3.2.2 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

6.3.2.3 obtain a license sufficient to allow such use to continue.

6.3.2.4 In the event Sections 6.3.2.2 or 6.3.2.3 above 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.

6.3.3 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 would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

6.3.4 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.

6.3.5 Dispute Resolution. Any claim arising under Sections 6.1 and 6.2 above shall be excluded from the dispute resolution procedures set forth in Section 8 below and shall be brought in a court of competent jurisdiction.

7 **Proprietary and Confidential Information**

7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Blonder Tongue Telephone, 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, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

7.2 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 Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

7.3 Exceptions

7.3.1 Recipient will not have an obligation to protect any portion of the Information which:

7.3.2 (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.

7.4 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 agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC 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.

- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing 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.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8 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, if it elects to pursue resolution of the dispute, 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.

9 Taxes

- 9.1 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 any taxes levied on income.
- 9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party
- 9.2.1 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.
- 9.2.2 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.

- 9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party
- 9.3.1 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.
- 9.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown 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.
- 9.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not applicable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be applicable, 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.
- 9.3.4 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. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.3.5 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.
- 9.3.6 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.

- 9.3.7 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; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 9.4.1 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.
- 9.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown 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.
- 9.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application of or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 9.4.4 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. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.

- 9.4.5 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, including any interest and penalties thereon.
- 9.4.6 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 charges or payable expenses (including reasonable attorneys' 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.
- 9.4.7 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; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.

9.5 Additional Provisions Applicable to All Taxes and Fees

- 9.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 9.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of tax or fee before a regulatory authority.

10 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 Blonder Tongue Telephone, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected 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. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

11 Adoption of Agreements

Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Blonder Tongue Telephone any entire interconnection agreement filed and approved pursuant to 47 U.S.C. § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

- 12.1 If Blonder Tongue Telephone 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 Blonder Tongue Telephone to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, Blonder Tongue Telephone shall provide BellSouth with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), BellSouth's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.
- 12.2 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.
- 12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Blonder Tongue Telephone or BellSouth to perform any material terms of this Agreement, Blonder Tongue Telephone 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 forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the dispute resolution process set forth in Section 8 above.

13 Legal Rights

Execution of this Agreement by either Party does not confirm or imply 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).

14 Indivisibility

Subject to Section 15 below, the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement as set forth in Attachment 4. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

15 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8 above.

16 Non-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

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

18 Assignments and Transfers

- 18.1 Any assignment by either Party to any 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. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that Blonder Tongue Telephone is entitled to provide Telecommunications Service. After BellSouth's consent, 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. Notwithstanding anything to the contrary in this Section, Blonder Tongue Telephone shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) Blonder Tongue Telephone pays all bills, past due and current, under this Agreement, or (2) Blonder Tongue Telephone's assignee expressly assumes liability for payment of such bills.
- 18.2 In the event that Blonder Tongue Telephone desires to transfer any services hereunder to another provider of Telecommunications Service, or Blonder Tongue Telephone desires to assume hereunder any services provisioned by BellSouth to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

19 Notices

- 19.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Blonder Tongue Telephone, LLC

Dana Wichert
1809 N. Black Horse Pike
Williamstown, NJ 08094
(856) 629-4138 x139
dana@gobroadstar.com

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 above, BellSouth will post to BellSouth's Interconnection Web site changes to business processes and policies and shall post to BellSouth's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to 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 in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23 Filing of Agreement

This Agreement, and any amendments hereto, shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, or as otherwise required by the state and the Parties shall share equally in any applicable fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Blonder Tongue Telephone is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24 Compliance with Law

Version: 2Q06 Standard ICA
06/13/06

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

25 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.

26 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.

27. Rates

27.1 Blonder Tongue Telephone shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill Blonder Tongue Telephone for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to Blonder Tongue Telephone's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 7 hereof, BellSouth shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;
- Charges incorrectly billed due to erroneous information supplied by the non-billing Party.

- Charges for which a regulatory body has granted the billing Party the authority to back bill beyond twelve (12) months.
- 27.2 To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.
- 27.3 To the extent Blonder Tongue Telephone requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement, unless the Parties agree to amend this Agreement to include such service prospectively.
- 28 Rate True-Up**
- 28.1 This section applies to rates that are expressly subject to true-up.
- 28.2 The rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.
- 28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Blonder Tongue Telephone specifically or upon all carriers generally, such as a generic cost proceeding.
- 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**
- 30.1 This Agreement means the General Terms and Conditions, the Attachments hereto and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions

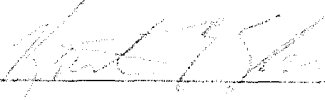
between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Blonder Tongue Telephone acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. 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.

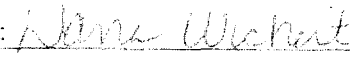
- 30.2 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned; provided, however, that in any state where certain BellSouth services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which BellSouth provides such services as a result of detariffing or deregulation.

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

BellSouth Telecommunications, Inc.

Blonder Tongue Telephone, LLC

By: 

By: 

Name: Kristen E. Shore

Name: Dana Wickert

Title: Director

Title: Vice President

Date: 8/31/06

Date: 8/22/06

Attachment 1

Resale

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Resale Discounts and RatesExhibit D

RESALE

1. Discount Rates

1.1 The discounts rates applied to Blonder Tongue Telephone's purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

1.2 The Telecommunications Services available for purchase by Blonder Tongue Telephone for the purposes of resale to Blonder Tongue Telephone's customers shall be available at BellSouth's tariffed rates less the discount reflected in Exhibit D and subject to the exclusions and limitations in Exhibit A.

2. Definition of Terms

For purposes of this Attachment only, the following terms shall have the definitions as set forth below:

2.1 Customer of Record means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as nonrecurring, monthly recurring, toll, directory assistance, etc.

2.2 End User Customer Location means the physical location of the premises where a customer makes use of the Telecommunications Services.

2.3 New Services means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.4 Resale means an activity wherein a certificated CLEC, such as Blonder Tongue Telephone, subscribes to the retail Telecommunications Services of BellSouth and then offers those retail Telecommunications Services to the public.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail Telecommunications Services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to Blonder Tongue Telephone for resale those Telecommunications Services BellSouth makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff, to customers who are not Telecommunications carriers.

3.1.1 When Blonder Tongue Telephone provides Resale service in a cross boundary area (customer is physically located in a particular state and is served by a central office in an adjoining state) the rates, regulations and discounts for the state in which the serving central office is located will apply. Billing will be from the state in which the customer is located.

- 3.2 Blonder Tongue Telephone as a reseller of Lifeline and Link-Up Services hereby certifies that it has and will comply with the FCC requirements governing the Lifeline and Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b). This includes the requirements set forth in BellSouth's GSST, Sections A3.31 and A4.7.
- 3.2.1 Blonder Tongue Telephone shall maintain records to document FCC or applicable state eligibility and verification records to document compliance governing the Lifeline/Link-Up programs for the three (3) full preceding calendar years, and Blonder Tongue Telephone shall provide such documentation to the FCC or its Administrator upon request.
- 3.2.2 In Tennessee, if Blonder Tongue Telephone does not resell Lifeline service to any end users, and if Blonder Tongue Telephone agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's GSST, the discount shall be twenty-one point fifty-six percent (21.56%).
- 3.2.2.1 In the event Blonder Tongue Telephone resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the sixteen percent (16%) discount rate to all services. Upon Blonder Tongue Telephone and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate OCN is established for billing of Lifeline service end users, the discount shall be applied as set forth in Section 3.2.2 above for the non-Lifeline affected Master Account (Q-account).
- 3.2.2.2 Blonder Tongue Telephone must provide written notification to BellSouth within thirty (30) days prior to either providing its own operator services/directory services or ordering the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of twenty-one point fifty-six percent (21.56%).
- 3.3 Blonder Tongue Telephone may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.3.1 Blonder Tongue Telephone must resell services to other end users.
 - 3.3.2 Blonder Tongue Telephone cannot be a CLEC for the single purpose of selling to itself.
 - 3.3.3 Blonder Tongue Telephone will be the Customer of Record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Blonder Tongue Telephone for said services.
- 3.4 Blonder Tongue Telephone will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the customer except to the extent provided for herein.
- 3.5 BellSouth will continue to bill the customer for any services that the customer specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any customer within the service area of Blonder Tongue Telephone. BellSouth will continue to market directly its own

Telecommunications products and services and in doing so may establish independent relationships with customers of Blonder Tongue Telephone. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- 3.5.1 BellSouth will accept a request from another CLEC for conversion of the customer's service from Blonder Tongue Telephone to such other CLEC. Upon completion of the conversion BellSouth will notify Blonder Tongue Telephone that such conversion has been completed.
- 3.5.2 When a customer of Blonder Tongue Telephone or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the customer's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the customer's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.3 BellSouth and Blonder Tongue Telephone will refrain from contacting an customer who has placed or whose selected carrier has placed on the customer's behalf an order to change the customer's service provider from BellSouth or Blonder Tongue Telephone to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the customer and are assigned to the service furnished. However, neither Party nor the customer has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.8 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.9 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.10 If Blonder Tongue Telephone or its customers utilize a BellSouth resold Telecommunications Service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs Blonder Tongue Telephone has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.11 Facilities and/or equipment utilized by BellSouth to provide service to Blonder Tongue Telephone remain the property of BellSouth.
- 3.12 Service Ordering and Operations Support Systems (OSS)

- 3.12.1 Blonder Tongue Telephone must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. Blonder Tongue Telephone may submit a Local Service Request (LSR) electronically as set forth in Attachment 6. Service orders will be in a standard format designated by BellSouth.
- 3.12.2 BellSouth messaging services set forth in BellSouth's Messaging Service Re-Seller Information Package shall be made available for resale without the wholesale discount.
- 3.13 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.14 In the event Blonder Tongue Telephone acquires a customer whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Blonder Tongue Telephone that Special Assembly at the wholesale discount at Blonder Tongue Telephone's option. Blonder Tongue Telephone shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.15 BellSouth shall provide 911/E911 for Blonder Tongue Telephone customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Blonder Tongue Telephone customer information to the Public Safety Answering Point (PSAP). BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Blonder Tongue Telephone customer information in the Automatic Location Identification/Data Management System (ALI/DMS) databases used to support 911/E911 services.
- 3.16 Pursuant to 47 C.F.R. § 51.617, BellSouth shall bill to Blonder Tongue Telephone, and Blonder Tongue Telephone shall pay, the End User Common Line (EUCL) charges identical to the EUCL charges BellSouth bills its customers.

4 BellSouth's Provision of Services to Blonder Tongue Telephone

- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of Telecommunications Services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only Telecommunications Services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's GSST Section A23, Shared Tenant Service Section in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Blonder

Tongue Telephone to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Blonder Tongue Telephone shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Blonder Tongue Telephone for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions.

- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual customer of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 If Blonder Tongue Telephone cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's GSST and Private Line Services Tariffs.
- 4.4 Service Jointly Provisioned with an Independent Company or CLEC
- 4.4.1 BellSouth will in some instances provision resold services in accordance with BellSouth's GSST and Private Line Tariffs jointly with an Independent Company (ICO) or other CLEC.
- 4.4.2 When Blonder Tongue Telephone assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.4.3 Service terminating in an ICO or other CLEC area will be provisioned and billed by the ICO or other CLEC directly to Blonder Tongue Telephone.
- 4.4.4 Blonder Tongue Telephone must establish a billing arrangement with the ICO or other CLEC prior to assuming a customer account where such circumstances apply.
- 4.4.5 Specific guidelines regarding such services are available on the BellSouth Interconnection Web site.
- 5. Maintenance of Services**
- 5.1 Services resold pursuant to this Attachment and BellSouth's GSST and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 Blonder Tongue Telephone or its customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 Blonder Tongue Telephone accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 Blonder Tongue Telephone will contact the appropriate repair centers in accordance with procedures established by BellSouth.

- 5.5 For all repair requests, Blonder Tongue Telephone shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth reserves the right to contact Blonder Tongue Telephone's customers, if deemed necessary, for maintenance purposes.
- 6. Discontinuance of Service**
- 6.1 The procedures for discontinuing service to a customer are as follows:
- 6.1.1 BellSouth will deny service to Blonder Tongue Telephone's customer on behalf of, and at the request of, Blonder Tongue Telephone. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of Blonder Tongue Telephone.
- 6.1.2 At the request of Blonder Tongue Telephone, BellSouth will disconnect a Blonder Tongue Telephone customer.
- 6.1.3 All requests by Blonder Tongue Telephone for denial or disconnection of a customer for nonpayment must be in writing.
- 6.1.4 Blonder Tongue Telephone will be made solely responsible for notifying the customer of the proposed disconnection of the service.
- 6.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Blonder Tongue Telephone when it is determined that annoyance calls are originated from one of its customer's locations. BellSouth shall be indemnified, defended and held harmless by Blonder Tongue Telephone and/or the customer against any claim, loss or damage arising from providing this information to Blonder Tongue Telephone. It is the responsibility of Blonder Tongue Telephone to take the corrective action necessary with its customer who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the customer's service.)
- 7. White Pages Listings**
- 7.1 BellSouth shall provide Blonder Tongue Telephone and its end users access to white pages directory listings under the following terms:
- 7.1.1 Listings. Blonder Tongue Telephone shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Blonder Tongue Telephone residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Blonder Tongue Telephone and BellSouth customers. Blonder Tongue Telephone shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.1.2 Unlisted/Non-Published Customers. Blonder Tongue Telephone will be required to provide to BellSouth the names, addresses and telephone numbers of all Blonder Tongue Telephone customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in

BellSouth's GSST and shall not be subject to the wholesale discount.

- 7.1.3 Inclusion of Blonder Tongue Telephone Customers in Directory Assistance Database. BellSouth will include and maintain Blonder Tongue Telephone customer listings in BellSouth's Directory Assistance databases. Blonder Tongue Telephone shall provide such Directory Assistance listings to BellSouth at no charge.
- 7.1.4 Listing Information Confidentiality. BellSouth will afford Blonder Tongue Telephone's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as Blonder Tongue Telephone provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to Blonder Tongue Telephone one (1) basic White Pages directory listing per Blonder Tongue Telephone customer at no charge other than the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.
- 7.2 Directories. BellSouth or its agent shall make available White Pages directories to Blonder Tongue Telephone customer at no charge or as specified in a separate agreement between Blonder Tongue Telephone and BellSouth's agent.
- 7.3 Procedures for submitting Blonder Tongue Telephone Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.3.1 Blonder Tongue Telephone authorizes BellSouth to release all Blonder Tongue Telephone SLI provided to BellSouth by Blonder Tongue Telephone to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS) in BellSouth's GSST. Such Blonder Tongue Telephone SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to Blonder Tongue Telephone for BellSouth's receipt of Blonder Tongue Telephone's SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Blonder Tongue Telephone's SLI, or costs on an ongoing basis to administer the release of Blonder Tongue Telephone's SLI, Blonder Tongue Telephone shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Blonder Tongue Telephone's SLI, Blonder Tongue Telephone will be notified. If Blonder Tongue Telephone does not wish to pay its proportionate share of these reasonable costs, Blonder Tongue Telephone may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Blonder Tongue Telephone shall amend this Agreement

accordingly. Blonder Tongue Telephone will be liable for all costs incurred until the effective date of the amendment.

7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Blonder Tongue Telephone under this Agreement. Blonder Tongue Telephone shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's Tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Blonder Tongue Telephone listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Blonder Tongue Telephone any complaints received by BellSouth relating to the accuracy or quality of Blonder Tongue Telephone listings.

7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

8. Operator Services (Operator Call Processing and Directory Assistance)

8.1 Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls); (2) operator or automated assistance for billing after the customer has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and operator-assisted Directory Assistance (DA).

8.2 Upon request for BellSouth OCP, BellSouth shall:

8.2.1 Process 0+ and 0- dialed local calls.

8.2.2 Process 0+ and 0- intraLATA toll calls.

8.2.3 Process calls that are billed to Blonder Tongue Telephone customer's calling card that can be validated by BellSouth.

8.2.4 Process person-to-person calls.

8.2.5 Process collect calls.

8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.

8.2.7 Process station-to-station calls.

8.2.8 Process Busy Line Verify and ELI requests.

8.2.9 Process emergency call trace originated by PSAP.

8.2.10 Process operator-assisted DA calls.

8.2.11 Adhere to equal access requirements, providing Blonder Tongue Telephone local customer the same IXC access that BellSouth provides its own operator service (OS).

- 8.2.12 Exercise at least the same level of fraud control in providing OS to Blonder Tongue Telephone that BellSouth provides for its own OS.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by Blonder Tongue Telephone.
- 8.3 Upon Blonder Tongue Telephone's request BellSouth shall provide call records to Blonder Tongue Telephone in accordance with Optional Daily Usage File (ODUF) standards.
- 8.4 The interface requirements shall conform to the interface specifications for the platform used to provide OS as long as the interface conforms to industry standards.
- 8.5 DA Service
- 8.5.1 DA Service provides local and non-local customer telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 8.5.2 DA Service shall provide up to two (2) listing requests per call, if available and if requested by Blonder Tongue Telephone's customer. BellSouth shall provide caller-optional DA call completion service at rates set forth in BellSouth's GSST to one of the provided listings.
- 8.6 DA Service Updates. BellSouth shall update customer listings changes daily. These changes include:
 - 8.6.1 New customer connections;
 - 8.6.2 Customer disconnections;
 - 8.6.3 Customer address changes; and
 - 8.6.4 Non-listed and non-published numbers for use in emergencies.

9. Branding for Wholesale OCP and DA

- 9.1 BellSouth's branding feature provides a definable announcement to Blonder Tongue Telephone's customers using BellSouth's DA/OCP prior to placing such customers in queue or connecting them to an available operator or automated operator system. This feature allows Blonder Tongue Telephone to have its calls custom branded with Blonder Tongue Telephone's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D.
- 9.2 BellSouth offers three (3) branding options to Blonder Tongue Telephone when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 9.3 Blonder Tongue Telephone's order for Custom Branding is considered firm ten (10) business days after BellSouth's receipt of the order. Blonder Tongue Telephone may cancel its order more than ten (10) business days after BellSouth's

receipt of the order. Blonder Tongue Telephone shall notify BellSouth in writing and shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), Blonder Tongue Telephone must contact its Local Contract Manager to initiate the order via the OLNS Branding Order form.

9.4 Branding via OLNS

9.4.1 BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, Blonder Tongue Telephone shall not be required to purchase dedicated trunking.

9.4.2 BellSouth Branding is the default branding offering.

9.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, Blonder Tongue Telephone must have its OCN(s) and telephone numbers reside in BellSouth's Line Information Database (LIDB). To implement Unbranding and Custom Branding via OLNS software, Blonder Tongue Telephone must submit a manual order form which requires, among other things, Blonder Tongue Telephone's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth Traffic Operator Position System (TOPS) during the peak busy hour. Blonder Tongue Telephone shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Blonder Tongue Telephone's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Blonder Tongue Telephone customers served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10. LIDB

10.1 BellSouth LIDB stores current information on working telephone numbers and billing account numbers.

10.2 Where Blonder Tongue Telephone is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from Blonder Tongue Telephone LSR's to populate LIDB with Blonder Tongue Telephone's customer information. BellSouth provides access to information in its LIDB, including Blonder Tongue Telephone customer information, to its LIDB customers via queries to LIDB.

10.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of Blonder Tongue Telephone data to the LIDB (e.g., calling card deactivation).

10.2.2 Blonder Tongue Telephone will not be charged a fee for LIDB storage services provided by BellSouth to Blonder Tongue Telephone pursuant to this Attachment.

10.3 Responsibilities of the Parties

10.3.1 BellSouth will administer the data provided by Blonder Tongue Telephone pursuant to this Agreement in the same manner as BellSouth administers its own data.

- 10.3.2 Blonder Tongue Telephone is responsible for completeness and accuracy of the data being provided to BellSouth.
- 10.3.3 BellSouth shall not be responsible to Blonder Tongue Telephone for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.
- 11. Revenue Accounting Office (RAO) Hosting**
- 11.2 RAO Hosting is not required for resale in the BellSouth region.
- 12. Optional Daily Usage File (ODUF)**
- 12.1 The ODUF Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D.
- 12.2 BellSouth will provide ODUF service upon written request.
- 13. Enhanced Optional Daily Usage File (EODUF)**
- 13.1 The EODUF service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D.
- 13.2 BellSouth will provide EODUF service upon written request.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 4)

| Type of Service | AL | | FL | | GA | | KY | | LA | | MS | | NC | | SC | | TN | |
|---------------------------------------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|
| | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount |
| 1 Grandfathered Services (Note 1) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2 Promotions - > 90 Days (Note 2 & 3) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 3 Promotions - < 90 Days (Note 2 & 3) | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 4 Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 5 911/E911 Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | No | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 6 N11 Services (Note 1) | Yes | Yes | Yes | Yes | Yes | Yes | No | No | No | No | Yes | Yes | Yes | Yes | No | No | Yes | Yes |
| 7 MemoryCall [®] Service | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 8 Mobile Services | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 9 Federal Subscriber Line Charges | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 10 Nonrecurring Charges | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No |
| 11 EUCL Charge | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 12 Public Telephone Access Svc (PTAS) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | Yes | Yes |
| 13 Inside Wire Maint Service Plan | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | 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. Promotions shall be available only for the term set forth in the applicable tariff. |
| 3. | Promotions shall be available only for the term set forth in the applicable tariff. |
| 4. | Some of BellSouth's local exchange and toll Telecommunications Services are not available in certain central offices and areas. |

Optional Daily Usage File

1. Upon written request from Blonder Tongue Telephone, BellSouth will provide the ODUF service to Blonder Tongue Telephone pursuant to the terms and conditions set forth in this section.
2. Blonder Tongue Telephone shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides Blonder Tongue Telephone messages that were carried over the BellSouth network and processed by BellSouth for Blonder Tongue Telephone.
4. Charges for ODUF will appear on Blonder Tongue Telephone's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) Exchange Message Interface (EMI) record format.
6. ODUF Specifications
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to Blonder Tongue Telephone:
 - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.);
 - 6.1.1.2 Measured local calls;
 - 6.1.1.3 Directory Assistance messages;
 - 6.1.1.4 IntraLATA Toll;
 - 6.1.1.5 WATS and 800 Service;
 - 6.1.1.6 N11;
 - 6.1.1.7 Information Service Provider Messages;
 - 6.1.1.8 OS Messages;
 - 6.1.1.9 OS Message Attempted Calls;
 - 6.1.1.10 Credit/Cancel Records; and
 - 6.1.1.11 Usage for Voice Mail Message Service.
 - 6.1.2 Rated Incollected (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollected will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollected will not be packed separately.
 - 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Blonder Tongue Telephone.

- 6.1.4 In the event that Blonder Tongue Telephone detects a duplicate on ODUF they receive from BellSouth, Blonder Tongue Telephone will drop the duplicate message and will not return the duplicate to BellSouth.
- 6.2 ODUF Physical File Characteristics
- 6.2.1 ODUF will be distributed to Blonder Tongue Telephone via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
- 6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between BellSouth and Blonder Tongue Telephone for the purpose of data transmission. Where a dedicated line is required, Blonder Tongue Telephone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Blonder Tongue Telephone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Blonder Tongue Telephone's responsibility. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Blonder Tongue Telephone. Additionally, all message toll charges associated with the use of the dial circuit by Blonder Tongue Telephone will be the responsibility of Blonder Tongue Telephone. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Blonder Tongue Telephone's end for the purpose of data transmission will be the responsibility of Blonder Tongue Telephone.
- 6.2.3 If Blonder Tongue Telephone utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Blonder Tongue Telephone.
- 6.3 ODUF Packing Specifications
- 6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Blonder Tongue Telephone which BellSouth RAO is sending the message. BellSouth and Blonder Tongue Telephone will use the invoice sequencing to control data exchange. BellSouth

will be notified of sequence failures identified by Blonder Tongue Telephone and resend the data as appropriate.

6.4 ODUF Pack Rejection

6.4.1 Blonder Tongue Telephone will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Blonder Tongue Telephone will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Blonder Tongue Telephone by BellSouth.

6.5 ODUF Control Data

6.5.1 Blonder Tongue Telephone will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Blonder Tongue Telephone's receipt of the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Blonder Tongue Telephone for reasons stated in the above section.

6.6 ODUF Testing

6.6.1 Upon request from Blonder Tongue Telephone, BellSouth shall send ODUF test files to Blonder Tongue Telephone. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, BellSouth shall request that Blonder Tongue Telephone set up a production (live) file. The live test may consist of Blonder Tongue Telephone's employees making test calls for the types of services Blonder Tongue Telephone requests on ODUF. These test calls are logged by Blonder Tongue Telephone, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Blonder Tongue Telephone, BellSouth will provide the EODUF service to Blonder Tongue Telephone pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. Blonder Tongue Telephone shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on Blonder Tongue Telephone's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. All messages will be in the standard ATIS EMI record format.
6. Messages that error in the billing system of Blonder Tongue Telephone will be the responsibility of Blonder Tongue Telephone. If, however, Blonder Tongue Telephone should encounter significant volumes of errored messages that prevent processing by Blonder Tongue Telephone within its systems, BellSouth will work with Blonder Tongue Telephone to determine the source of the errors and the appropriate resolution.
7. EODUF Specifications
 - 7.1 EODUF Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to Blonder Tongue Telephone:
 - 7.1.1.1 Customer usage data for flat rated local calls originating from Blonder Tongue Telephone's customer lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 7.1.1.1.1 Date of Call
 - 7.1.1.1.2 From Number
 - 7.1.1.1.3 To Number
 - 7.1.1.1.4 Connect Time
 - 7.1.1.1.5 Conversation Time
 - 7.1.1.1.6 Method of Recording
 - 7.1.1.1.7 From RAO
 - 7.1.1.1.8 Rate Class
 - 7.1.1.1.9 Message Type

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- 7.1.1.1.10 Billing Indicators
- 7.1.1.1.11 Bill to Number
- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Blonder Tongue Telephone.
- 7.1.3 In the event that Blonder Tongue Telephone detects a duplicate on EODUF they receive from BellSouth, Blonder Tongue Telephone will drop the duplicate message and will not return the duplicate to BellSouth.
- 7.2 EODUF Physical File Characteristics
- 7.2.1 EODUF feed will be distributed to Blonder Tongue Telephone via FTP. The EODUF messages will be intermingled among Blonder Tongue Telephone's ODUF messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If BellSouth determines the Secure FTP mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Blonder Tongue Telephone for the purpose of data transmission. Where a dedicated line is required, Blonder Tongue Telephone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Blonder Tongue Telephone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Blonder Tongue Telephone. Additionally, all message toll charges associated with the use of the dial circuit by Blonder Tongue Telephone will be the responsibility of Blonder Tongue Telephone. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Blonder Tongue Telephone's end for the purpose of data transmission will be the responsibility of Blonder Tongue Telephone.
- 7.2.3 If Blonder Tongue Telephone utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Blonder Tongue Telephone.
- 7.3 EODUF Packing Specifications
- 7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

- 7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Blonder Tongue Telephone which BellSouth RAO is sending the message. BellSouth and Blonder Tongue Telephone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Blonder Tongue Telephone and resend the data as appropriate.

| RESALE DISCOUNTS & RATES - Florida | | | | | | | | | | Attachment: 1 Exh D | | | | | |
|--|--|---------|------|-----|-------|------------|----------------------------------|--------------------------------------|--|--|---|---|-------|--------------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | SOMEc | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| APPLICABLE DISCOUNTS | | | | | | | | | | | | | | | |
| | Residence % | | | | | 21.83 | | | | | | | | | |
| | Business % | | | | | 16.81 | | | | | | | | | |
| | CSAs % | | | | | 16.81 | | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in | | | | | | | | | | | | | | | |
| | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | SOMEc | 3.50 | 0.00 | 3.50 | 0.00 | | | | | | |
| | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | SOMAN | 19.99 | 0.00 | 19.99 | 0.00 | | | | | | |
| ODUF/EODUF SERVICES | | | | | | | | | | | | | | | |
| OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | |
| | ODUF: Recording, per message | | | | | 0.0000071 | | | | | | | | | |
| | ODUF: Message Processing, per message | | | | | 0.002146 | | | | | | | | | |
| | ODUF: Message Processing, per Magnetic Tape provisioned | | | | | 35.91 | | | | | | | | | |
| | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | | 0.00010375 | | | | | | | | | |
| ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | |
| | EODUF: Message Processing, per message | | | | | 0.080698 | | | | | | | | | |
| SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC) | | | | | | | | | | | | | | | |
| | Selective Routing Per Unique Line Class Code Per Request Per Switch | | | | | 93.55 | 93.55 | 12.71 | 12.71 | | | | | | |
| DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE | | | | | | | | | | | | | | | |
| | Recording of DA Custom Branded Announcement | | | | | 3,000.00 | 3,000.00 | | | | | | | | |
| | Loading of DA Custom Branded Announcement per Switch per OCN | | | | | 1,170.00 | 1,170.00 | | | | | | | | |
| DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE | | | | | | | | | | | | | | | |
| | Loading of DA per OCN (1 OCN per Order) | | | | | 420.00 | 420.00 | | | | | | | | |
| | Loading of DA per Switch per OCN | | | | | 16.00 | 16.00 | | | | | | | | |
| OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE | | | | | | | | | | | | | | | |
| | Recording of Custom Branded OA Announcement | | | | | 7,000.00 | 7,000.00 | | | | | | | | |
| | Loading of Custom Branded OA Announcement per shell/NAV per OCN | | | | | 500.00 | 500.00 | | | | | | | | |
| | Loading of OA Custom Branded Announcement per Switch per OCN | | | | | 1,170.00 | 1,170.00 | | | | | | | | |
| OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE | | | | | | | | | | | | | | | |
| | Loading of OA per OCN (Regional) | | | | | 1,200.00 | 1,200.00 | | | | | | | | |

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to Blonder Tongue Telephone for Blonder Tongue Telephone's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Blonder Tongue Telephone (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Blonder Tongue Telephone to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.1.1 The state specific provisions set forth in Exhibits 1 through 3, attached hereto, shall apply to services provided in each respective state. To the extent that any provision set forth in Exhibits 1 through 3 conflicts with any other provision set forth in this Agreement, the provision contained in the Exhibit shall control in the applicable state.
- 1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If Blonder Tongue Telephone purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 Blonder Tongue Telephone may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 Blonder Tongue Telephone shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Blonder Tongue Telephone pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Blonder Tongue Telephone pursuant to Section 251 of the Act and

under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from Blonder Tongue Telephone. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Blonder Tongue Telephone and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

1.7 Except to the extent expressly provided otherwise in this Attachment, Blonder Tongue Telephone may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that Blonder Tongue Telephone has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Blonder Tongue Telephone with thirty (30) days written notice to disconnect or convert such Arrangements. If Blonder Tongue Telephone fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

1.8 The Parties agree that for purposes of this Agreement, the list attached hereto as Exhibit C designates those wire centers that, as of March 10, 2005, meet the FCC's established criteria for non-impairment and constitutes BellSouth's list of non-impaired wire centers where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as Network Elements. This list of non-impaired wire centers shall be subject to modification and/or the addition of wire centers without amendment provided the changes are compliant with the FCC's non-impairment criteria. Notification of such modification and/or addition of wire centers shall be via BellSouth's Web site. Upon the Effective Date

of this Agreement, Blonder Tongue Telephone will not place any new orders for high capacity Dedicated Transport or high capacity Loops in those wire centers listed in Exhibit C as modified from time to time as provided for above. In all other wire centers, prior to submitting an order pursuant to this Agreement for high capacity Dedicated Transport or high capacity Loops, Blonder Tongue Telephone shall undertake a reasonably diligent inquiry to determine whether Blonder Tongue Telephone is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Blonder Tongue Telephone self-certifies that to the best of Blonder Tongue Telephone's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Blonder Tongue Telephone's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill Blonder Tongue Telephone the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, Blonder Tongue Telephone shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.8.1 In the event that (1) BellSouth designated a wire center as non-impaired as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site, (2) as a result of such designation, Blonder Tongue Telephone converted high capacity Dedicated Transport or high capacity Loops to other services or ordered new services as services other than high capacity Dedicated Transport or high capacity Loop UNEs subsequent to March 10, 2005, (3) Blonder Tongue Telephone otherwise would have been entitled to high capacity Dedicated Transport or high capacity Loops in such wire center at the time such alternative services were provisioned, and (4) BellSouth acknowledges, or a state or federal regulatory body with authority determines, that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Blonder Tongue Telephone consistent with the applicable ordering processes as reflected in the Guides located on BellSouth's Web site no later than sixty (60) days after BellSouth acknowledges or the state or federal regulatory body issues an order making such a finding, BellSouth shall transition to high capacity Dedicated Transport or high capacity Loops, as appropriate, any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund to Blonder Tongue Telephone the difference between the rate paid by Blonder Tongue Telephone for such services and the

applicable rates set forth herein for high capacity Dedicated Transport or high capacity Loops, including but not limited to any charges associated with the Conversion (as defined in Section 1.6 above) from high capacity Dedicated Transport or high capacity Loops to other wholesale services, if applicable, for the period from the later of June 1, 2005, or the date the circuit became a wholesale service to the date the circuit is transitioned to high capacity Dedicated Transport or high capacity Loop as described in this Section. Similarly, in the event that Blonder Tongue Telephone has placed orders for high capacity Dedicated Transport or high capacity Loops on or after March 11, 2005, and Blonder Tongue Telephone acknowledges, or a state or federal regulatory body with authority determines, that the wire center(s) in or between which such high capacity Dedicated Transport or high capacity Loops were ordered are non-impaired with respect to such high capacity Dedicated Transport or high capacity Loops, then no later than sixty (60) days after such acknowledgement or finding, Blonder Tongue Telephone shall transition such high capacity Dedicated Transport or high capacity Loops to alternative wholesale services. In such instances, CLEC-1 shall compensate BellSouth for the difference between the recurring and non-recurring rates paid by Blonder Tongue Telephone for the high capacity Dedicated Transport or high capacity Loops and the applicable BellSouth tariff rate to which Blonder Tongue Telephone would have been entitled if Blonder Tongue Telephone had purchased such circuits from BellSouth's tariffs, including but not limited to any charges associated with converting such high capacity Dedicated Transport or high capacity Loops to wholesale services.

- 1.9 Blonder Tongue Telephone may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.
- 1.10 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Blonder Tongue Telephone, BellSouth shall perform the RNM.

1.11 Commingling of Services

- 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Blonder Tongue Telephone has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Blonder Tongue Telephone must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 1.11.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Blonder Tongue Telephone should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages, located at the "CLEC UNE Products" on BellSouth's Interconnection Web site.

- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to Blonder Tongue Telephone's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Blonder Tongue Telephone's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment 4.
- 1.13.4 Testing/Trouble Reporting
- 1.13.4.1 Blonder Tongue Telephone will be responsible for testing and isolating troubles on Network Elements. Blonder Tongue Telephone must test and isolate trouble to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, Blonder Tongue Telephone will be required to provide the results of the Blonder Tongue Telephone test which indicate a problem on the BellSouth network.
- 1.13.4.2 Once Blonder Tongue Telephone has isolated a trouble to the BellSouth network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail customers.
- 1.13.4.3 If Blonder Tongue Telephone reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge Blonder Tongue Telephone a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.
- 1.13.4.4 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Blonder Tongue Telephone (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Blonder Tongue Telephone for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.
- 2 Loops**
- 2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at a customer premises (Loop). Facilities that do not terminate at a demarcation point

at a customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer's premises, including inside wire owned or controlled by BellSouth. Blonder Tongue Telephone shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

- 2.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving a customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises.
 - 2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.
 - 2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Blonder Tongue Telephone on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.
 - 2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Blonder Tongue Telephone. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired,

BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide Blonder Tongue Telephone with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and a customer's premises.

2.1.4 DS1 and DS3 Loop Requirements

2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.2 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 except as described below:

2.1.4.2.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.2.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.3 A list of wire centers meeting the criteria set forth in Sections 2.1.4.2.1 and 2.1.4.2.2 above as of March 10, 2005 (Initial Wire Center List), is as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site.

2.1.4.4 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.2.1 above, no future DS1 Loop unbundling will be required in that wire center.

2.1.4.5 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.2.2 above, no future DS3 Loop unbundling will be required in that wire center.

2.1.4.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

2.1.4.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.2 above but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification

letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

- 2.1.4.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s).
- 2.1.4.6.3 For purposes of Section 2.1.4.6 above, BellSouth shall make available DS1 and DS3 Loops that were in service for Blonder Tongue Telephone in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.4.6.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 2.1.4.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Blonder Tongue Telephone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
 - 2.1.4.6.6.1 If Blonder Tongue Telephone fails to submit the spreadsheet(s) specified in Section 2.1.4.6.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Blonder Tongue Telephone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
 - 2.1.4.6.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.6.6 above or transitioned pursuant to Section 2.1.4.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's

Interconnection Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

- 2.1.6 The Loop shall be provided to Blonder Tongue Telephone in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
 - 2.1.7.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the customer's location. If Blonder Tongue Telephone wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), Blonder Tongue Telephone may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.
 - 2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), Blonder Tongue Telephone shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.
- 2.1.8 OC and Order Coordination-Time Specific (OC-TS)
 - 2.1.8.1 OC allows BellSouth and Blonder Tongue Telephone to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Blonder Tongue Telephone's facilities to limit customer service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.
 - 2.1.8.2 OC-TS allows Blonder Tongue Telephone to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate Blonder Tongue Telephone's specific conversion time request. However, BellSouth reserves the right to negotiate with Blonder Tongue Telephone a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Blonder Tongue Telephone may specify

a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Blonder Tongue Telephone specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in BellSouth's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

2.1.9

| | Order Coordination (OC) | Order Coordination – Time Specific (OC-TS) | Test Points | DLR | Charge for Dispatch and Testing if No Trouble Found |
|---|---|---|------------------------------|---|--|
| SL-1 (Non-Designed) | Chargeable Option | Chargeable Option | Not available | Chargeable Option – ordered as Engineering Information Document | Charged for Dispatch inside and outside Central Office |
| UCL-ND (Non-Designed) | Chargeable Option | Not Available | Not Available | Chargeable Option – ordered as Engineering Information Document | Charged for Dispatch inside and outside Central Office |
| Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed) | Included | Chargeable Option | Included | Included | Charged for Dispatch outside Central Office |
| Unbundled Digital Loop (Designed) | Included | Chargeable Option | Included (where appropriate) | Included | Charged for Dispatch outside Central Office |
| Unbundled Copper Loop (Designed) | Chargeable in accordance with Section 2 | Not available | Included | Included | Charged for Dispatch outside Central Office |
| For UVL-SL1 and UCLs, Blonder Tongue Telephone must order and will be billed for both OC and OC-TS if requesting OC-TS. | | | | | |

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

2.1.10.1 The CLEC to CLEC conversion process for Loops may be used by Blonder Tongue Telephone when converting an existing Loop from another CLEC for the same customer. The Loop type being converted must be included in Blonder Tongue Telephone's Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same customer location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to Blonder Tongue Telephone pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.1.11 Bulk Migration

2.1.11.1 BellSouth will make available to Blonder Tongue Telephone a Bulk Migration process pursuant to which Blonder Tongue Telephone may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package. The CLEC Information Package is located on BellSouth's Interconnection Web site. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.11.2 Should Blonder Tongue Telephone request migration for two (2) or more EATNs containing fifteen (15) or more circuits, Blonder Tongue Telephone must use the Bulk Migration process referenced in 2.1.11.1 above.

2.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed);

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed); or

2.2.1.3 4-wire Analog Voice Grade Loop (Designed).

2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any

given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Blonder Tongue Telephone will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Blonder Tongue Telephone, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. Blonder Tongue Telephone may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its customers.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that Blonder Tongue Telephone may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Blonder Tongue Telephone. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Blonder Tongue Telephone to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

2.3.1 BellSouth will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:

- 2.3.2.1 2-wire Unbundled ISDN Digital Loop;
- 2.3.2.2 2-wire Unbundled ADSL Compatible Loop;
- 2.3.2.3 2-wire Unbundled HDSL Compatible Loop;
- 2.3.2.4 4-wire Unbundled HDSL Compatible Loop;
- 2.3.2.5 4-wire Unbundled DS1 Digital Loop;
- 2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
- 2.3.2.7 DS3 Loop; or
- 2.3.2.8 STS-1 Loop.
- 2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Blonder Tongue Telephone will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to eighteen thousand (18,000) feet long and may have up to six thousand (6,000) feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to twenty-five hundred (2,500) feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-wire Unbundled DS1 Digital Loop.
- 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For purposes of this Agreement, DS1 Loops include 2-wire and 4-Wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

- 2.3.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Blonder Tongue Telephone at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate[®]Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.12 Blonder Tongue Telephone may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.4 Unbundled Copper Loops (UCL).
- 2.4.1 BellSouth shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) types – Designed and Non-Designed.

- 2.4.2 Unbundled Copper Loop – Designed (UCL-D)
- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Blonder Tongue Telephone.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by Blonder Tongue Telephone to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)
- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to six thousand (6,000) feet of bridged tap between the customer's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (1300) Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Blonder Tongue Telephone can request LMU for which additional charges would apply.

- 2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that Blonder Tongue Telephone may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Blonder Tongue Telephone to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.4.3.6 Blonder Tongue Telephone may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.
- 2.5 Unbundled Loop Modifications (Line Conditioning)
- 2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.
- 2.5.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 2.5.3 For any copper loop being ordered by Blonder Tongue Telephone which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Blonder Tongue Telephone, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Blonder Tongue Telephone. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

- 2.5.4 Blonder Tongue Telephone may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 2.5.5 Rates for ULM are as set forth in Exhibit A.
- 2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If Blonder Tongue Telephone requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Blonder Tongue Telephone will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.5.8 Blonder Tongue Telephone shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Blonder Tongue Telephone desires BellSouth to condition.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Blonder Tongue Telephone, Blonder Tongue Telephone will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Blonder Tongue Telephone is available at the location for which the ULM was requested, Blonder Tongue Telephone will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Blonder Tongue Telephone will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.6 Loop Provisioning Involving IDLC
- 2.6.1 Where Blonder Tongue Telephone has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the customer and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Blonder Tongue Telephone. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for Blonder Tongue Telephone (e.g., hairpinning):
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.

2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.3 If no alternate facility is available, and upon request from Blonder Tongue Telephone, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. Blonder Tongue Telephone will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the customer's customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 BellSouth shall permit Blonder Tongue Telephone to connect Blonder Tongue Telephone's Loop facilities to the customer's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 Blonder Tongue Telephone may access the customer's premises wiring by any of the following means and Blonder Tongue Telephone shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow Blonder Tongue Telephone to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises;

2.7.3.1.2 Where an adequate length of the customer's customer premises wiring is present and environmental conditions permit, either Party may remove the customer

premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

- 2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.3.1.4 Blonder Tongue Telephone may request BellSouth to make other rearrangements to the customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Blonder Tongue Telephone's responsibility to ensure there is no safety hazard, and Blonder Tongue Telephone will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.3.3 Blonder Tongue Telephone shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 Blonder Tongue Telephone shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Blonder Tongue Telephone to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 Technical Requirements
- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the customer's customer premises and the distribution media and/or cross-connect to Blonder Tongue Telephone's NID.

2.7.4.3 Existing BellSouth NIDs will be operational and provided in "as is" condition. Blonder Tongue Telephone may request BellSouth to do additional work to the NID on a time and material basis. When Blonder Tongue Telephone deploys its own local loops in a multiple-line termination device, Blonder Tongue Telephone shall specify the quantity of NID connections that it requires within such device.

2.8 Subloop Elements.

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

2.8.2 Unbundled Subloop Distribution (USLD)

2.8.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

- USLD – Voice Grade (USLD-VG)
- Unbundled Copper Subloop (UCSL)
- USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.

2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.

2.8.2.3.1 If Blonder Tongue Telephone requests a UCSL and it is not available, Blonder Tongue Telephone may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

- 2.8.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.
- 2.8.2.4.1 Upon request for USLD-INC from Blonder Tongue Telephone, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for Blonder Tongue Telephone's use on this cross-connect panel. Blonder Tongue Telephone will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 2.8.2.5 For access to Voice Grade USLD and UCSL, Blonder Tongue Telephone shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Blonder Tongue Telephone's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Blonder Tongue Telephone is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Blonder Tongue Telephone's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site.
- 2.8.2.7 The site set-up must be completed before Blonder Tongue Telephone can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Blonder Tongue Telephone's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.8 Once the site set-up is complete, Blonder Tongue Telephone will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Blonder Tongue Telephone requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Blonder Tongue Telephone for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

- 2.8.2.9 USLs will be provided in accordance with BellSouth's TR 73600 Unbundled Local Loop Technical Specifications.
- 2.8.3 Unbundled Network Terminating Wire (UNTW)
- 2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer's premises.
- 2.8.3.3 Requirements
- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the customers premises, and Blonder Tongue Telephone does own or control such wiring, Blonder Tongue Telephone will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Blonder Tongue Telephone.
- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Blonder Tongue Telephone for each pair activated commensurate to the price specified in Blonder Tongue Telephone's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The

Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the customer is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the customer began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 Loop Makeup

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to Blonder Tongue Telephone LMU information with respect to Loops that are required to be unbundled under this Agreement so that Blonder Tongue Telephone can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Blonder Tongue Telephone intends to install and the services Blonder Tongue Telephone wishes to provide. LMU is a preordering transaction, distinct from Blonder Tongue Telephone ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.9.1.2 BellSouth will provide Blonder Tongue Telephone LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.

2.9.1.3 BellSouth's LMU information is provided to Blonder Tongue Telephone as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 Blonder Tongue Telephone may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network.

The determination shall be made solely by Blonder Tongue Telephone and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Blonder Tongue Telephone's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by Blonder Tongue Telephone or the customer, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. Blonder Tongue Telephone is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.1.6 If BellSouth retires its copper facilities using 47 C.F.R § 51.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify Blonder Tongue Telephone, according to the applicable network disclosure requirements. It will be Blonder Tongue Telephone's responsibility to move any service it may provide over such facilities to alternative facilities. If Blonder Tongue Telephone fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 Blonder Tongue Telephone may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on BellSouth's Interconnection Web site. After obtaining the Loop information from the mechanized LMU process, if Blonder Tongue Telephone needs further Loop information in order to determine Loop service capability, Blonder Tongue Telephone may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Blonder Tongue Telephone will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Blonder Tongue Telephone does not reserve facilities upon an initial LMUSI,

Blonder Tongue Telephone's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.

- 2.9.2.3 Where Blonder Tongue Telephone has reserved multiple Loop facilities on a single reservation, Blonder Tongue Telephone may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Blonder Tongue Telephone, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Blonder Tongue Telephone.
- 2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

- 3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to customers over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 3.2 Line Splitting – UNE-L. In the event Blonder Tongue Telephone provides its own switching or obtains switching from a third party, Blonder Tongue Telephone may engage in line splitting arrangements with another CLEC using a splitter, provided by Blonder Tongue Telephone, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 Provisioning Line Splitting and Splitter Space – UNE-L
- 3.3.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When Blonder Tongue Telephone owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.
- 3.3.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.4 CLEC Provided Splitter – Line Splitting – UNE-L
- 3.4.1 To order High Frequency Spectrum on a particular Loop, Blonder Tongue Telephone must have a DSLAM collocated in the central office that serves the customer of such Loop.

- 3.4.2 Blonder Tongue Telephone may purchase, install and maintain central office POTS splitters in its collocation arrangements. Blonder Tongue Telephone may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 3.4.3 Any splitters installed by Blonder Tongue Telephone in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Blonder Tongue Telephone may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.5 Maintenance – Line Splitting – UNE-L
- 3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the customer’s premises and the termination point.
- 3.5.2 Blonder Tongue Telephone shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth’s gross negligence or willful misconduct.

4 Unbundled Network Element Combinations

- 4.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by Blonder Tongue Telephone are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by Blonder Tongue Telephone are not already combined by BellSouth in the location requested by Blonder Tongue Telephone but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by Blonder Tongue Telephone are not elements that BellSouth combines for its use in its network.
- 4.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth’s network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth’s network.

- 4.1.2 To the extent Blonder Tongue Telephone requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.
- 4.2 Rates
- 4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.
- 4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.
- 4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of Blonder Tongue Telephone.
- 4.3 Enhanced Extended Links (EELs)
- 4.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide Blonder Tongue Telephone with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.
- 4.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).
- 4.3.3 By placing an order for a high-capacity EEL, Blonder Tongue Telephone thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit Blonder Tongue Telephone's high-capacity EELs as specified below.

4.3.4 Service Eligibility Criteria

4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. Blonder Tongue Telephone must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

4.3.4.1.1 Blonder Tongue Telephone has received state certification to provide local voice service in the area being served;

4.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

4.3.4.2.1 1) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;

4.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

4.3.4.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;

4.3.4.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

4.3.4.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk over which Blonder Tongue Telephone will transmit the calling party's number in connection with calls exchanged over the trunk;

4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Blonder Tongue Telephone will have at least one (1) active DS1 local service interconnection trunk over which Blonder Tongue Telephone will transmit the calling party's number in connection with calls exchanged over the trunk; and

4.3.4.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

4.3.4.3 BellSouth may, on an annual basis, audit Blonder Tongue Telephone's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Blonder Tongue Telephone failed to comply with the service eligibility criteria, Blonder Tongue Telephone must true-up any difference in payments, convert all noncompliant circuits to the appropriate

service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that Blonder Tongue Telephone did not comply in any material respect with the service eligibility criteria, Blonder Tongue Telephone shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that Blonder Tongue Telephone did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Blonder Tongue Telephone for its reasonable and demonstrable costs associated with the audit. Blonder Tongue Telephone will maintain appropriate documentation to support its certifications.

- 4.3.4.4 In the event Blonder Tongue Telephone converts special access services to UNEs, Blonder Tongue Telephone shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

- 5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by Blonder Tongue Telephone, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Blonder Tongue Telephone. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.

5.2 DS1 and DS3 Dedicated Transport Requirements

- 5.2.1 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.2.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport except as described below:
- 5.2.2.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain thirty-eight thousand (38,000) or more Business Lines or four (4) or more fiber-based collocators.
- 5.2.2.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 5.2.2.3 A list of wire centers meeting the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above as of March 10, 2005, is available as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site (Initial Wire Center List).
- 5.2.2.4 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.1 above, no future DS1 Dedicated Transport unbundling will be required

between that wire center and any other wire center exceeding these same thresholds.

- 5.2.2.5 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.2 above, no future DS3 Dedicated Transport will be required between that wire center and any other wire center meeting or exceeding these same thresholds.
- 5.2.2.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.2.2.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.
- 5.2.2.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s).
- 5.2.2.6.3 For purposes of Section 5.2.2.6, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for Blonder Tongue Telephone in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.2.2.6.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 5.2.2.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.2.2.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Blonder Tongue Telephone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 5.2.2.6.6.1 If Blonder Tongue Telephone fails to submit the spreadsheet(s) specified in Section 5.2.2.6.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Blonder Tongue Telephone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed

BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.6 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.2.3 BellSouth shall:
- 5.2.4 Provide Blonder Tongue Telephone exclusive use of Dedicated Transport to a particular customer or carrier;
- 5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 5.2.6 Permit, to the extent technically feasible, Blonder Tongue Telephone to connect Dedicated Transport to equipment designated by Blonder Tongue Telephone, including but not limited to, Blonder Tongue Telephone's collocated facilities; and
- 5.2.7 Permit, to the extent technically feasible, Blonder Tongue Telephone to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 5.3 BellSouth shall offer Dedicated Transport:
- 5.3.1 As capacity on a shared facility; and
- 5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Blonder Tongue Telephone.
- 5.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 5.5 Blonder Tongue Telephone may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or

more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.6 Technical Requirements

5.6.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 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 applicable industry standards.

5.6.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

5.6.2.1 DS0 Equivalent;

5.6.2.2 DS1;

5.6.2.3 DS3;

5.6.2.4 STS-1; and

5.6.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

5.6.3 BellSouth shall design Dedicated Transport according to its network infrastructure. Blonder Tongue Telephone shall specify the termination points for Dedicated Transport.

5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;

5.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

5.6.4.2 BellSouth's TR73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.

5.6.4.3 BellSouth's TR73525 MegaLink® Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

5.7 Unbundled Channelization (Multiplexing)

- 5.7.1 To the extent Blonder Tongue Telephone is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Blonder Tongue Telephone may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
- 5.7.2 BellSouth shall make available the following channelization systems and interfaces:
- 5.7.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
- 5.7.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 5.7.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 5.7.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, Blonder Tongue Telephone's channelization equipment must adhere strictly to form and protocol standards. Blonder Tongue Telephone must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 5.8 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.
- 5.8.1 Dark Fiber Transport Requirements
- 5.8.1.1 For purposes of this Section 5.8, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.8.1.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport except as described below:
- 5.8.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

- 5.8.1.3 A list of wire centers meeting the criteria set forth in Section 5.8.1.2.1 above as of March 10, 2005, (Initial List) is available as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site.
- 5.8.1.4 Once a wire center exceeds either of the thresholds set forth in Section 5.8.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.8.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.8.1.5.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.8.1.2.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 5.8.1.5.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s).
- 5.8.1.5.3 For purposes of Section 5.8.1.5, BellSouth shall make available Dark Fiber Transport that was in service for Blonder Tongue Telephone in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.8.1.5.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 5.8.1.5.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.8.1.5.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Blonder Tongue Telephone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 5.8.1.5.6.1 If Blonder Tongue Telephone fails to submit the spreadsheet(s) specified in Section 5.8.1.5.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center

List, BellSouth will identify Blonder Tongue Telephone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 5.8.1.5.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.8.1.5.6 above or transitioned pursuant to Section 5.8.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.9 Rearrangements

- 5.9.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working Blonder Tongue Telephone circuit from one CFA to another Blonder Tongue Telephone CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A.
- 5.9.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 5.9.3 Upon request of Blonder Tongue Telephone, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.9.1 and 5.9.2 above and Blonder Tongue Telephone may request OC-TS for such orders.
- 5.9.4 BellSouth shall accept a LOA between Blonder Tongue Telephone and another carrier that will allow Blonder Tongue Telephone to connect Dedicated Transport or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.
- 5.9.5 Rearrangement of an EEL to a standalone UNE-L that requires a CFA change: Blonder Tongue Telephone may utilize the EEL to UNE-L retermination process, as described in BellSouth's guides available on its web site, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the customer Serving Wire Center as a standalone UNE-L. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to

EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

- 5.9.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. Blonder Tongue Telephone shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A of this Attachment.
- 5.9.7 The EEL to UNE-L retermination process is not available when the rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if Blonder Tongue Telephone elects not to utilize the EEL to UNE-L retermination process, Blonder Tongue Telephone must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, Blonder Tongue Telephone will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

6 Automatic Location Identification/Data Management System (ALI/DMS)

6.1 911 and E911 Databases

- 6.1.1 BellSouth shall provide Blonder Tongue Telephone with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 6.1.2 The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Blonder Tongue Telephone will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

- 6.2.1 BellSouth's 911 database vendor shall provide Blonder Tongue Telephone the capability of providing updates to the ALI/DMS database through a specified electronic interface. Blonder Tongue Telephone shall contact BellSouth's 911 database vendor directly to request interface. Blonder Tongue Telephone shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Blonder Tongue Telephone and BellSouth shall not be liable for the transactions between Blonder Tongue Telephone and BellSouth's 911 database vendor.

- 6.2.2 It is Blonder Tongue Telephone's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.
- 6.2.3 Blonder Tongue Telephone shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site.
- 6.2.4 Stranded Unlocks are defined as end user records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Blonder Tongue Telephone, as a new provider of local service to the end user. Stranded Unlocks are those end user records that have been "unlocked" by the previous local exchange carrier that provided service to the end user and are open for Blonder Tongue Telephone to assume responsibility for such records.
- 6.2.4.1 Based upon end user record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Blonder Tongue Telephone that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Blonder Tongue Telephone shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to Blonder Tongue Telephone within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Blonder Tongue Telephone shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Blonder Tongue Telephone's records.
- 6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 6.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
- 6.3.1.1 The database capability allows Blonder Tongue Telephone to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the Blonder Tongue Telephone PBX 911 end user station telephone number for the 911 call that is placed by the end user.
- 6.3.2 Blonder Tongue Telephone may order either the database capability or the transport component as desired or Blonder Tongue Telephone may order both components of the service.

- 6.3.3 911 PBX Locate Database Capability. Blonder Tongue Telephone's end user or Blonder Tongue Telephone's end user's database management agent (DMA) must provide the end user PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.
- 6.3.4 Ordering, provisioning, testing and maintenance shall be provided by Blonder Tongue Telephone pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 6.3.5 Blonder Tongue Telephone's end user, or Blonder Tongue Telephone's end user DMA must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Blonder Tongue Telephone to ensure that the end user or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. Blonder Tongue Telephone should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Blonder Tongue Telephone's end user, or Blonder Tongue Telephone's end user DMA under the terms of 911 PBX Locate product.
- 6.3.5.1 Blonder Tongue Telephone must provision all PBX station numbers in the same LATA as the E911 tandem.
- 6.3.6 Blonder Tongue Telephone agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Blonder Tongue Telephone's end user or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Blonder Tongue Telephone or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. Blonder Tongue Telephone is responsible for assuring that its authorized end users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Blonder Tongue Telephone's end user or DMA pursuant to these terms. Specifically, Blonder Tongue Telephone's end user or DMA must keep and protect from use by

any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

- 6.3.7 Blonder Tongue Telephone may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Blonder Tongue Telephone's end users' telephone numbers for which it has direct management authority.
- 6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Blonder Tongue Telephone to order a CAMA type dedicated trunk from Blonder Tongue Telephone's end user premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 6.3.8.1 Except as otherwise set forth below, a minimum of two (2) end user specific, dedicated 911 trunks are required between the Blonder Tongue Telephone's end user premise and the BellSouth 911 tandem as described in BellSouth's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. Blonder Tongue Telephone is responsible for connectivity between the end user's PBX and Blonder Tongue Telephone's switch or POP location. Blonder Tongue Telephone will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Blonder Tongue Telephone purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Blonder Tongue Telephone is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.
- 6.3.9 Ordering and Provisioning. Blonder Tongue Telephone will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) end user specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.
- 6.3.9.1 Testing and maintenance shall be provided by Blonder Tongue Telephone pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by Blonder Tongue Telephone pursuant to the terms and conditions set forth in Attachment 3.

7 White Pages Listings

Version: 2Q06 Standard ICA
06/13/06

- 7.1 BellSouth shall provide Blonder Tongue Telephone and its customers access to white pages directory listings under the following terms:
- 7.1.1 Listings. Blonder Tongue Telephone shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Blonder Tongue Telephone residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Blonder Tongue Telephone and BellSouth customers. Blonder Tongue Telephone shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.1.2 Unlisted/Non-Published Customers. Blonder Tongue Telephone will be required to provide to BellSouth the names, addresses and telephone numbers of all Blonder Tongue Telephone customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.
- 7.1.3 Inclusion of Blonder Tongue Telephone Customers in Directory Assistance Database. BellSouth will include and maintain Blonder Tongue Telephone customer listings in BellSouth's DA databases. Blonder Tongue Telephone shall provide such Directory Assistance listings to BellSouth at no charge.
- 7.1.4 Listing Information Confidentiality. BellSouth will afford Blonder Tongue Telephone's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as Blonder Tongue Telephone provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to Blonder Tongue Telephone one (1) basic White Pages directory listing per Blonder Tongue Telephone customer at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a LSR submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

- 7.2 Directories. BellSouth or its agent shall make available White Pages directories to Blonder Tongue Telephone customer at no charge or as specified in a separate agreement between Blonder Tongue Telephone and BellSouth's agent.
- 7.3 Procedures for submitting Blonder Tongue Telephone SLI are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.3.1 Blonder Tongue Telephone authorizes BellSouth to release all Blonder Tongue Telephone SLI provided to BellSouth by Blonder Tongue Telephone to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), BellSouth's GSST. Such Blonder Tongue Telephone SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to Blonder Tongue Telephone for BellSouth's receipt of Blonder Tongue Telephone SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Blonder Tongue Telephone's SLI, or costs on an ongoing basis to administer the release of Blonder Tongue Telephone SLI, Blonder Tongue Telephone shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Blonder Tongue Telephone's SLI, Blonder Tongue Telephone will be notified. If Blonder Tongue Telephone does not wish to pay its proportionate share of these reasonable costs, Blonder Tongue Telephone may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Blonder Tongue Telephone shall amend this Agreement accordingly. Blonder Tongue Telephone will be liable for all costs incurred until the effective date of the agreement.
- 7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Blonder Tongue Telephone under this Agreement. Blonder Tongue Telephone shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Blonder Tongue Telephone listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Blonder Tongue Telephone any complaints received by BellSouth relating to the accuracy or quality of Blonder Tongue Telephone listings.
- 7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

1 Requirements for DS1 and DS3 Loops

- 1.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Blonder Tongue Telephone at any single building in which DS1 Loops are available as unbundled loops.
- 1.2 Blonder Tongue Telephone may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 1.3 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 10, BellSouth shall make available DS1 and DS3 Loops except as described below:
 - 1.3.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).
 - 1.3.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).
- 1.4 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.3.1 and 1.3.2 above, is set forth in Section 4.1.3 hereto. As of the effective date of this Agreement, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

2 Dedicated Transport and Dark Fiber Transport

- 2.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by Blonder Tongue Telephone, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Blonder Tongue Telephone. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.
 - 2.1.1 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 2.1 except as described below:
 - 2.1.1.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)
 - 2.1.1.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

- 2.1.1.3 Blonder Tongue Telephone may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.
- 2.1.2 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 2.1.1.1 and 2.1.1.2 above, is set forth in Section 4.1.3 hereto. As of the effective date of this Agreement, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
- 2.1.3 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 2.1.1.1 or 2.1.1.2 above, no further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.
- 2.1.4 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 2.1.1.1 or 2.1.1.2 above, no further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.
- 2.2 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.
- 2.2.1 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 2.2 except as described below:
- 2.2.1.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center)
- 2.2.2 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 2.2.1.1 above, is set forth in Section 4.1.3 hereto. As of the effective date of this Agreement, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
- 2.2.3 Wire Centers listed on the Initial List exceed the threshold set forth in Section 2.2.1.1, BellSouth will not be required to provide Blonder Tongue Telephone access to Dark Fiber Transport from those wire centers.
- 3 Loops/Transport**
- 3.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.
- 3.2 (i) Business Line

3.2.1 For purposes of this Amendment, a “Business Line” is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each sixty-four (64) kbps-equivalent as one (1) line. For example, a DS1 line corresponds to twenty-four (24) sixty-four (64) kbps-equivalents, and therefore to twenty-four (24) “business lines.”

3.3 (ii) Fiber-Based Collocation

3.3.1 For purposes of this Amendment a “Fiber-Based Collocator” is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two (2) or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

3.4 (iii) Building

3.4.1 For purposes of this Amendment, a “Building” is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building’s tenants must pass would be a single “building” for purposes of this Amendment. Two (2) or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

3.5 (iv) Route

3.5.1 The definition of a route is as defined in Section 3.1 of this Exhibit A.

4 Procedures For Additional Designations Of “Non-Impaired” Wire Centers

4.1 If BellSouth seeks to designate additional wire centers as “non-impaired” for purposes of the FCC’s Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) “non-impaired” wire centers (“subsequent wire centers”). The list of additional “non-impaired” wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth’s designation.

4.1.1 Designation by BellSouth of additional “non-impaired” wire centers will be based on the following criteria:

- a. The CLLI of the wire center.
- b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
- c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
- d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
- e. The names of any carriers relied upon as fiber-based collocators.

4.1.2 BellSouth and Blonder Tongue Telephone agree to resolve disputes concerning BellSouth’s additional wire center designations in dispute resolution proceedings before the Commission.

4.1.3 The initial wire center list is shown below.

| WIRE CENTER | BUSINESS LINES | FIBER-BASED COLLOCATION | TRANSPORT TIER | LOOP UNBUNDLING |
|-------------|----------------|-------------------------|----------------|-----------------|
| MIAMFLPL | 86,923 | >4 | 1 | No DS1/3 |
| MIAMFLGR | 68,580 | >4 | 1 | No DS1/3 |
| ORLDFLMA | 57,966 | >4 | 1 | No DS3 |
| FTLDFLMR | 55,881 | >4 | 1 | No DS3 |
| GSVFLMA | 55,681 | 4 | 1 | No DS3 |
| ORLDFLPC | 45,792 | >4 | 1 | No DS3 |
| MIAMFLHL | 43,021 | >4 | 1 | No DS3 |
| JCVLFLCL | 42,452 | >4 | 1 | No DS3 |
| MIAMFLAE | 41,912 | >4 | 1 | No DS3 |
| BCRTFLMA | 40,746 | >4 | 1 | No DS3 |
| PRRNFLMA | 37,969 | 3 | 2 | |
| HLWDFLPE | 37,415 | 4 | 1 | |

| WIRE CENTER | BUSINESS LINES | FIBER-BASED COLLOCATION | TRANSPORT TIER | LOOP UNBUNDLING |
|-------------|----------------|-------------------------|----------------|-----------------|
| WPBHFLHH | 36,053 | 3 | 2 | |
| HLWDFLWH | 34,022 | -- | 2 | |
| PMBHFLMA | 33,993 | 4 | 1 | |
| WPBHFLAN | 33,521 | 4 | 1 | |
| ORLDFLPH | 33,148 | 4 | 1 | |
| MLBRFLMA | 32,547 | 4 | 1 | |
| DYBHFLMA | 32,282 | >4 | 1 | |
| FTLDFLCY | 31,487 | 4 | 1 | |
| ORLDFLAP | 31,234 | 3 | 2 | |
| PNSCFLFP | 30,863 | -- | 2 | |
| FTLDFLPL | 29,469 | >4 | 1 | |
| FTLDFLJA | 29,209 | >4 | 1 | |
| PNSCFLBL | 28,685 | 4 | 1 | |
| BCRTFLBT | 26,601 | -- | 2 | |
| WPBHFLGR | 26,527 | 3 | 2 | |
| ORLDFLSA | 26,126 | >4 | 1 | |
| PMBHFLFE | 25,909 | 4 | 1 | |
| STRFLMA | 25,577 | -- | 2 | |
| WPBHFLGA | 24,885 | -- | 2 | |
| MIAMFLRR | 24,740 | 3 | 2 | |
| DRBHFLMA | 24,695 | 1 | 2 | |
| MIAMFLBR | 24,482 | -- | 2 | |
| MIAMFLPB | 24,380 | 4 | 1 | |
| JCVLFLSJ | 24,088 | 3 | 2 | |
| MIAMFLSO | 23,802 | 3 | 2 | |
| MIAMFLWM | 23,310 | 4 | 1 | |
| FTLDFLOA | 23,008 | >4 | 1 | |
| MIAMFLCA | 22,645 | 3 | 2 | |
| ORLDFLCL | 20,828 | >4 | 1 | |
| MNDRFLLO | 20,180 | 3 | 2 | |
| NDADFLGG | 18,239 | >4 | 1 | |
| COCOFLMA | 18,097 | 4 | 1 | |
| JCVLFLSM | 17,820 | >4 | 1 | |
| WPBHFLLE | 13,622 | 3 | 2 | |

5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to twenty-five hundred (2,500) feet of bridged

tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

- 6 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.
- 7 Except to the extent expressly provided otherwise in this Attachment, Blonder Tongue Telephone may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that Blonder Tongue Telephone has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Blonder Tongue Telephone with thirty (30) days written notice to disconnect or convert such Arrangements. Those circuits identified by Blonder Tongue Telephone within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If Blonder Tongue Telephone fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.
- 8 Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Blonder Tongue Telephone shall undertake a reasonably diligent inquiry to determine whether Blonder Tongue Telephone is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Blonder Tongue Telephone self-certifies that to the best of Blonder Tongue Telephone's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Blonder Tongue Telephone's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill Blonder Tongue Telephone the

difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, Blonder Tongue Telephone shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 9 In the event that (1) BellSouth designates a wire center as non-impaired, (2) Blonder Tongue Telephone converts existing UNEs to other services or orders new services as services other than UNEs, (3) Blonder Tongue Telephone otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Blonder Tongue Telephone, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund Blonder Tongue Telephone the difference between the rate paid by Blonder Tongue Telephone for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

- 10.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future
- 10.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.3.1 (DS1 loops), 1.3.2 (DS3 loops), 2.1.1.1 (DS1 transport) and 2.1.1.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 10.3 Effective thirty (30) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.
- 10.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for Blonder Tongue Telephone in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30th) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) days after the thirtieth (30th)

day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

- 10.5 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 10.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus fifteen percent (15%).
- 10.7 No later than one hundred and eighty (180) days from BellSouth's CNL identifying the Subsequent Wire Center List, Blonder Tongue Telephone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Blonder Tongue Telephone chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within Blonder Tongue Telephone's total special access circuits and apply any discounts to which Blonder Tongue Telephone is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 10.7.1 If Blonder Tongue Telephone submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.
- 10.7.2 If Blonder Tongue Telephone fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Blonder Tongue Telephone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 10.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Blonder Tongue Telephone's customers' service.
- 10.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria

in the Future

- 10.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.2.1.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 10.8.2 Effective thirty (30) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 8 above.
- 10.8.3 For purposes of Section 10.8, BellSouth shall make available dark fiber transport that was in service for Blonder Tongue Telephone in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) days after the thirtieth (30th) day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 10.8.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 10.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus fifteen percent (15%).
- 10.8.6 No later than two hundred and seventy (270) days from BellSouth's CNL identifying the Subsequent Wire Center List Blonder Tongue Telephone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 14, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Blonder Tongue Telephone chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within Blonder Tongue Telephone's total special access circuits and apply any discounts to which Blonder Tongue Telephone is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 10.8.6.1 If Blonder Tongue Telephone submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable

- 10.8.6.2 If Blonder Tongue Telephone fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Blonder Tongue Telephone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 10.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Blonder Tongue Telephone's customers' service.
- 11 Blonder Tongue Telephone may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to Blonder Tongue Telephone, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.
- 12 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one (1) or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.
- 13 Commingling of Services
- 13.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Blonder Tongue Telephone has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one (1) or more such wholesale Telecommunications Services or facilities. Blonder Tongue Telephone must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 13.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that

one(1) or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

- 13.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.
- 13.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 13.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

14 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

- 14.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Blonder Tongue Telephone pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to Blonder Tongue Telephone pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from Blonder Tongue Telephone. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Blonder Tongue Telephone and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 15.3 below.
- 14.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.
- 14.3 Ordering Guidelines and Processes
- 14.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Blonder Tongue Telephone should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 14.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site.
- 14.3.3 The provisioning of Network Elements, Combinations and Other Services to Blonder Tongue Telephone's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Blonder Tongue Telephone's Collocation Space. These cross-connects are separate components that are not

considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

15 **Line Splitting**

15.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to customers over the same Loop. The voice CLEC and Data LEC may be the same or different carriers.

15.2 Line Splitting – UNE-L. If Blonder Tongue Telephone provides its own switching or obtains switching from a third party, Blonder Tongue Telephone may engage in line splitting arrangements with another CLEC using a splitter, provided by Blonder Tongue Telephone, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

15.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

15.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When Blonder Tongue Telephone owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.

15.2.1.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

15.3 CLEC Provided Splitter – Line Splitting – UNE-L

15.3.1 To order High Frequency spectrum on a particular Loop, Blonder Tongue Telephone must have a DSLAM collocated in the central office that serves the customer of such Loop.

15.3.2 Blonder Tongue Telephone may purchase, install and maintain central office POTS splitters in its collocation arrangements. Blonder Tongue Telephone may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocating set forth in Attachment 4 Central Office shall apply.

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

15.4 Maintenance – Line Splitting – UNE-L

- 15.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the Customer's premises and the termination point.
- 15.5 Indemnification
- 15.5.1 Blonder Tongue Telephone shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 15.6 Network Modifications
- 15.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.
- 15.6.1
- 16 911 and E911 Databases**
- 16.1 BellSouth shall provide Blonder Tongue Telephone with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 16.2 The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Blonder Tongue Telephone will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 16.3.1 below.
- 16.3 Technical Requirements
- 16.3.1 BellSouth's 911 database vendor shall provide Blonder Tongue Telephone the capability of providing updates to the ALI/DMS database through a specified electronic interface. Blonder Tongue Telephone shall contact BellSouth's 911 database vendor directly to request interface. Blonder Tongue Telephone shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Blonder Tongue Telephone and BellSouth shall not be liable for the transactions between Blonder Tongue Telephone and BellSouth's 911 database vendor.
- 16.3.2 It is Blonder Tongue Telephone's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a

daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

- 16.3.3 Blonder Tongue Telephone shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site.
- 16.3.4 Stranded Unlocks are defined as end user records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Blonder Tongue Telephone, as a new provider of local service to the end user. Stranded Unlocks are those end user records that have been "unlocked" by the previous local exchange carrier that provided service to the end user and are open for Blonder Tongue Telephone to assume responsibility for such records.
- 16.3.5 Based upon end user record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Blonder Tongue Telephone that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Blonder Tongue Telephone shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to Blonder Tongue Telephone within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Blonder Tongue Telephone shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Blonder Tongue Telephone's records.
- 17 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.
- 17.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each Customer in the MDU.
- 18 A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant.

BellSouth shall provide Blonder Tongue Telephone with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an customer's premises.

- 18.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

19 Routine Network Modifications

- 19.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

- 19.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Blonder Tongue Telephone, BellSouth will perform the RNM.

20 Line Conditioning

- 20.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such

devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

- 20.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 20.3 Any copper loop being ordered by Blonder Tongue Telephone which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Blonder Tongue Telephone, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Blonder Tongue Telephone. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.
- 20.4 Blonder Tongue Telephone may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 20.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit A.
- 20.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 20.7 If Blonder Tongue Telephone requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Blonder Tongue Telephone will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 20.8 Blonder Tongue Telephone will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Blonder Tongue Telephone desires BellSouth to condition.
- 20.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Blonder Tongue Telephone, Blonder Tongue Telephone will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Blonder Tongue Telephone is available at the location for which the ULM was requested, Blonder Tongue Telephone will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of

providing ULM, Blonder Tongue Telephone will not be charged for ULM but will only be charged the service order charges for submitting an order.

21 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to Blonder Tongue Telephone on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a sixty-four (64) Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

21.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Blonder Tongue Telephone. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

22 **EELs Audit Provisions**

22.1 BellSouth may, on an annual basis audit Blonder Tongue Telephone's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to Blonder Tongue Telephone. Such Notice of Audit will be delivered to Blonder Tongue Telephone no less than thirty (30) days prior to the date upon which BellSouth seeks to commence an audit.

22.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding Blonder Tongue Telephone's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether Blonder Tongue Telephone complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

22.3 To the extent the independent auditor's report concludes that Blonder Tongue Telephone failed to comply with the service eligibility criteria, Blonder Tongue Telephone must true-up any difference in payments, convert all noncompliant

circuits to the appropriate service, and make the correct payments on a going-forward basis.

22.4 To the extent the independent auditor's report concludes that Blonder Tongue Telephone failed to comply in all material respects with the service eligibility criteria, Blonder Tongue Telephone shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Blonder Tongue Telephone did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Blonder Tongue Telephone for its reasonable and demonstrable costs associated with the audit. Blonder Tongue Telephone will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) days of receipt of a statement of such costs.

23 Blonder Tongue Telephone shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

24 Facilities that do not terminate at a demarcation point at an customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that Blonder Tongue Telephone may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

25 Subloop Elements

25.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

25.2 Unbundled Subloop Distribution (USLD)

25.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

- USLD – Voice Grade (USLD-VG)
- Unbundled Copper Subloop (UCSL)
- USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

25.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.

25.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point

of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.

- 25.2.4 If Blonder Tongue Telephone requests a UCSL and it is not available, Blonder Tongue Telephone may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 25.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.
- 25.2.6 Upon request for USLD-INC from Blonder Tongue Telephone, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for Blonder Tongue Telephone's use on this cross-connect panel. Blonder Tongue Telephone will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 25.2.7 For access to Voice Grade USLD and UCSL, Blonder Tongue Telephone shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Blonder Tongue Telephone's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 25.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Blonder Tongue Telephone is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Blonder Tongue Telephone's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site.
- 25.2.9 The site set-up must be completed before Blonder Tongue Telephone can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Blonder Tongue Telephone's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

- 25.2.10 Once the site set-up is complete, Blonder Tongue Telephone will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Blonder Tongue Telephone requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Blonder Tongue Telephone for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 25.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.
- 25.3 Unbundled Network Terminating Wire (UNTW)
- 25.3.1 NTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 25.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer's premises.
- 25.3.3 Requirements
- 25.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 25.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 25.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the customers premises, and Blonder Tongue Telephone does own or control such wiring, Blonder Tongue Telephone will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Blonder Tongue Telephone.
- 25.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Blonder Tongue Telephone for each pair activated commensurate to the price specified in Blonder Tongue Telephone's Agreement.
- 25.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or

inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the customer is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 25.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 25.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 25.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 25.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 25.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

25.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the customer began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 Exh A | | | | | |
|--|---|--------------------|-------------------------------|---|-------|-----------|----------------------------------|--------------------------------------|--|--|---|---|---------------|-------|
| | | | | | | | | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | OSS Rates(\$) | |
| | | | | | | | | | | | | | SOMEc | SOMAN |
| Rec | Nonrecurring First | Nonrecurring Add'l | Nonrecurring Disconnect First | Nonrecurring Disconnect Add'l | | | | | | | | | | |
| The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm | | | | | | | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states. | | | | | | | | | | | | | | |
| NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth. | | | | | | | | | | | | | | |
| | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only | | | | SOMEc | | 3.50 | 0.00 | 3.50 | 0.00 | | | | |
| | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only | | | | SOMAN | | 11.90 | 0.00 | 1.83 | 0.00 | | | | |
| UNE SERVICE DATE ADVANCEMENT CHARGE | | | | | | | | | | | | | | |
| NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable. | | | | | | | | | | | | | | |
| | UNE Expedite Charge per Circuit or Line Assignable USOC, per Day | | | UJAL, UEANL, UCL, UEF, UDF, UEO, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCUD1 | SDASP | | 200.00 | | | | | | | |
| ORDER MODIFICATION CHARGE | | | | | | | | | | | | | | |
| | Order Modification Charge (OMC) | | | | | | 26.21 | 0.00 | 0.00 | 0.00 | | | | |
| | Order Modification Additional Dispatch Charge (OMCAD) | | | | | | 150.00 | 0.00 | 0.00 | 0.00 | | | | |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | |
| 2-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 | 1 | UEANL | UEAL2 | | | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 | 2 | UEANL | UEAL2 | | | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 | 3 | UEANL | UEAL2 | | | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 | 1 | UEANL | UEASL | | | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 | 2 | UEANL | UEASL | | | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 | 3 | UEANL | UEASL | | | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | Attachment: 2 Exh A | | | | |
|--------------------------------------|--|---------|------|-------|-------|-----------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOMEc | SOMAN | SOMAN | SOMAN | SOMAN |
| | Tag Loop at End User Premise | | | UEANL | URETL | | 8.93 | 0.88 | | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEANL | URET1 | | 77.09 | 0.00 | | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEANL | URETA | | 33.12 | 33.12 | | | | | | | |
| | Manual Order Coordination for UVL-SL1s (per loop) | | | UEANL | UEAMC | | 9.00 | 9.00 | | | | | | | |
| | Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) | | | UEANL | OCOSL | | 23.02 | | | | | | | | |
| | Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.) | | | UEANL | UEANM | | 13.49 | | | | | | | | |
| | CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1) | | | UEANL | UREWO | | 15.78 | 8.94 | 25.62 | 6.57 | | | | | |
| | Bulk Migration, per 2 Wire Voice Loop-SL1 | | | UEANL | UREPN | | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1 | | | UEANL | UREPM | | 9.00 | 9.00 | | | | | | | |
| | 2-WIRE UNBUNDLED COPPER LOOP | | | | | | | | | | | | | | |
| | 2-Wire Unbundled Copper Loop - Non-Designed Zone 1 | | 1 | UEQ | UEQ2X | | 7.69 | 44.98 | 20.90 | 24.88 | 6.45 | | | | |
| | 2-Wire Unbundled Copper Loop - Non-Designed - Zone 2 | | 2 | UEQ | UEQ2X | | 10.92 | 44.98 | 20.90 | 24.88 | 6.45 | | | | |
| | 2-Wire Unbundled Copper Loop - Non-Designed - Zone 3 | | 3 | UEQ | UEQ2X | | 19.38 | 44.98 | 20.90 | 24.88 | 6.45 | | | | |
| | Tag Loop at End User Premise | | | UEQ | URETL | | 8.93 | 0.88 | | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEQ | URET1 | | 48.65 | 0.00 | | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEQ | URETA | | 23.95 | 23.95 | | | | | | | |
| | Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop) | | | UEQ | USBMC | | 9.00 | 9.00 | | | | | | | |
| | Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.) | | | UEQ | UEQMU | | 13.49 | | | | | | | | |
| | CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND) | | | UEQ | UREWO | | 14.27 | 7.43 | 24.88 | 6.45 | | | | | |
| | Bulk Migration, per 2 Wire UCL-ND | | | UEQ | UREPN | | 44.98 | 20.90 | 24.88 | 6.45 | | | | | |
| | Bulk Migration Order Coordination, per 2 Wire UCL-ND | | | UEQ | UREPM | | 9.00 | 9.00 | | | | | | | |
| | UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | |
| | 2-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 | | 1 | UEA | UEAL2 | | 12.24 | 135.75 | 82.47 | 63.53 | 12.01 | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 | | 2 | UEA | UEAL2 | | 17.40 | 135.75 | 82.47 | 63.53 | 12.01 | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 | | 3 | UEA | UEAL2 | | 30.87 | 135.75 | 82.47 | 63.53 | 12.01 | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 | | 1 | UEA | UEAR2 | | 12.24 | 135.75 | 82.47 | 63.53 | 12.01 | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 | | 2 | UEA | UEAR2 | | 17.40 | 135.75 | 82.47 | 63.53 | 12.01 | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 | | 3 | UEA | UEAR2 | | 30.87 | 135.75 | 82.47 | 63.53 | 12.01 | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | UEA | URES� | | 8.98 | 8.98 | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | UEA | URESP | | 8.98 | 8.98 | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UEA | UREWO | | 87.71 | 36.35 | | | | | | | |
| | Loop Tagging - Service Level 2 (SL2) | | | UEA | URETL | | 11.21 | 1.10 | | | | | | | |
| | Bulk Migration, per 2 Wire Voice Loop-SL2 | | | UEA | UREPN | | 135.75 | 82.47 | | | | | | | |
| | Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2 | | | UEA | UREPM | | 0.00 | 0.00 | | | | | | | |
| | 4-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 1 | | 1 | UEA | UEAL4 | | 18.89 | 167.86 | 115.15 | 67.08 | 15.56 | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 2 | | 2 | UEA | UEAL4 | | 26.84 | 167.86 | 115.15 | 67.08 | 15.56 | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 3 | | 3 | UEA | UEAL4 | | 47.62 | 167.86 | 115.15 | 67.08 | 15.56 | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | UEA | URES� | | 8.98 | 8.98 | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | UEA | URESP | | 8.98 | 8.98 | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UEA | UREWO | | 87.71 | 36.35 | | | | | | | |
| | 2-WIRE ISDN DIGITAL GRADE LOOP | | | | | | | | | | | | | | |

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 Exh A | | | | | | | | | |
|--|---|---------|-------|-------|--------|-----------|----------------------------------|--------------------------------------|--|--|--|--|--|--|--------------|--------------|--------------|--------------|
| | | | | | | | | | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | | | | |
| | | | | | | | | | | | | | | | Nonrecurrent | Nonrecurrent | Nonrecurrent | Nonrecurrent |
| Rec | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - Zone 1 | | 1 | UDN | U1L2X | 19.28 | | | 147.69 | 94.41 | 62.23 | 10.71 | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - Zone 2 | | 2 | UDN | U1L2X | 27.40 | | | 147.69 | 94.41 | 62.23 | 10.71 | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - Zone 3 | | 3 | UDN | U1L2X | 48.62 | | | 147.69 | 94.41 | 62.23 | 10.71 | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UDN | UREWO | | | | 91.61 | 44.15 | | | | | | | | |
| 2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | | | | |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1 | | 1 | UAL | UAL2X | 8.30 | | | 149.53 | 103.85 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2 | | 2 | UAL | UAL2X | 11.80 | | | 149.53 | 103.85 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3 | | 3 | UAL | UAL2X | 20.94 | | | 149.53 | 103.85 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1 | | 1 | UAL | UAL2W | 8.30 | | | 124.83 | 71.12 | 60.64 | 9.12 | | | | | | |
| | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2 | | 2 | UAL | UAL2W | 11.80 | | | 124.83 | 71.12 | 60.64 | 9.12 | | | | | | |
| | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3 | | 3 | UAL | UAL2W | 20.94 | | | 124.83 | 71.12 | 60.64 | 9.12 | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UAL | UREWO | | | | 86.19 | 40.39 | | | | | | | | |
| 2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1 | | 1 | UHL | UHL2X | 7.22 | | | 159.09 | 113.41 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2 | | 2 | UHL | UHL2X | 10.26 | | | 159.09 | 113.41 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3 | | 3 | UHL | UHL2X | 18.21 | | | 159.09 | 113.41 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL2W | 7.22 | | | 134.40 | 80.69 | 60.64 | 9.12 | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL2W | 10.26 | | | 134.40 | 80.69 | 60.64 | 9.12 | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL2W | 18.21 | | | 134.40 | 80.69 | 60.64 | 9.12 | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UHL | UREWO | | | | 86.12 | 40.39 | | | | | | | | |
| 4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | | | | |
| | 4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL4X | 10.86 | | | 193.31 | 138.98 | 77.15 | 12.61 | | | | | | |
| | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4X | 15.44 | | | 193.31 | 138.98 | 77.15 | 12.61 | | | | | | |
| | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4X | 27.39 | | | 193.31 | 138.98 | 77.15 | 12.61 | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL4W | 10.86 | | | 168.62 | 115.47 | 62.74 | 11.22 | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4W | 15.44 | | | 168.62 | 115.47 | 62.74 | 11.22 | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4W | 27.39 | | | 168.62 | 115.47 | 62.74 | 11.22 | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UHL | UREWO | | | | 86.12 | 40.39 | | | | | | | | |
| 4-WIRE DS1 DIGITAL LOOP | | | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 1 | | 1 | USL | USLXX | 70.74 | | | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 2 | | 2 | USL | USLXX | 100.54 | | | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 3 | | 3 | USL | USLXX | 178.39 | | | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1) | | | USL | URES L | | | | 8.98 | 8.98 | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1) | | | USL | URES P | | | | 8.98 | 8.98 | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | USL | UREWO | | | | 101.07 | 43.04 | | | | | | | | |
| 4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP | | | | | | | | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1 | | 1 | UDL | UDL2X | 22.20 | | | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2 | | 2 | UDL | UDL2X | 31.56 | | | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3 | | 3 | UDL | UDL2X | 55.99 | | | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 Exh A | | | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
|----------|--|---------|-------|-----------------------------|-------|-----------|----------------------------------|--------------------------------------|---------------------|--------------|--|-------------------------|--|--|---|---|
| | | | | | | | | | OSS Rates(\$) | | | | | | | |
| | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | |
| | First | Add'l | First | Add'l | | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1 | | 1 | UDL | UDL4X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2 | | 2 | UDL | UDL4X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3 | | 3 | UDL | UDL4X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1 | | 1 | UDL | UDL9X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2 | | 2 | UDL | UDL9X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3 | | 3 | UDL | UDL9X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 1 | | 1 | UDL | UDL19 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 2 | | 2 | UDL | UDL19 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 3 | | 3 | UDL | UDL19 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 1 | | 1 | UDL | UDL56 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 2 | | 2 | UDL | UDL56 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 3 | | 3 | UDL | UDL56 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 1 | | 1 | UDL | UDL64 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 2 | | 2 | UDL | UDL64 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 3 | | 3 | UDL | UDL64 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | UDL | URES | | 8.98 | 8.98 | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | UDL | URESP | | 8.98 | 8.98 | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UDL | UREWO | | 102.11 | 49.74 | | | | | | | | |
| | 2-WIRE Unbundled COPPER LOOP | | | | | | | | | | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1 | | 1 | UCL | UCLPB | 8.30 | 148.50 | 102.82 | 75.05 | 15.63 | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2 | | 2 | UCL | UCLPB | 11.80 | 148.50 | 102.82 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3 | | 3 | UCL | UCLPB | 20.94 | 148.50 | 102.82 | 75.05 | 15.63 | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1 | | 1 | UCL | UCLPW | 8.30 | 123.81 | 70.09 | 60.64 | 9.12 | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2 | | 2 | UCL | UCLPW | 11.80 | 123.81 | 70.09 | 60.64 | 9.12 | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3 | | 3 | UCL | UCLPW | 20.94 | 123.81 | 70.09 | 60.64 | 9.12 | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des) | | | UCL | UREWO | | 97.21 | 42.47 | | | | | | | | |
| | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 9.00 | 9.00 | | | | | | | | |
| | 4-WIRE COPPER LOOP | | | | | | | | | | | | | | | |
| | 4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1 | | 1 | UCL | UCL4S | 11.83 | 177.87 | 132.76 | 77.15 | 17.73 | | | | | | |
| | 4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2 | | 2 | UCL | UCL4S | 16.81 | 177.87 | 132.76 | 77.15 | 17.73 | | | | | | |
| | 4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3 | | 3 | UCL | UCL4S | 29.82 | 177.87 | 132.76 | 77.15 | 17.73 | | | | | | |
| | 4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1 | | 1 | UCL | UCL4W | 11.83 | 153.18 | 100.03 | 62.74 | 11.22 | | | | | | |
| | 4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2 | | 2 | UCL | UCL4W | 16.81 | 153.18 | 100.03 | 62.74 | 11.22 | | | | | | |
| | 4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3 | | 3 | UCL | UCL4W | 29.82 | 153.18 | 100.03 | 62.74 | 11.22 | | | | | | |
| | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 9.00 | 9.00 | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UCL | UREWO | | 97.21 | 42.47 | | | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UEA, UDN, UAL, UHL, UDL,USL | OCOSL | | 23.02 | | | | | | | | | |
| | Rearrangements | | | | | | | | | | | | | | | |
| | EEL to UNE-L Re termination, per 2 Wire Unbundled Voice Loop-SL2 | | | UEA | UREEL | | 87.71 | 36.35 | | | | | | | | |
| | EEL to UNE-L Re termination, per 4 Wire Unbundled Voice Loop | | | UEA | UREEL | | 87.71 | 36.35 | | | | | | | | |
| | EEL to UNE-L Re termination, per 2 Wire ISDN Loop | | | UDN | UREEL | | 91.61 | 44.15 | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | Attachment: 2 Exh A | | | | |
|--|--|--------|------|-------|-------|-----------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interm | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | |
| | | | | | | First | Add'l | First | Add'l | SOMEK | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop | | | UDL | UREEL | 102.11 | 49.74 | | | | | | | | |
| | EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop | | | USL | UREEL | 101.07 | 43.04 | | | | | | | | |
| UNE LOOP COMMINGLING | | | | | | | | | | | | | | | |
| 2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING | | | | | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 | | 1 | NTCVG | UEAL2 | 12.24 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 | | 2 | NTCVG | UEAL2 | 17.40 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 | | 3 | NTCVG | UEAL2 | 30.87 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 | | 1 | NTCVG | UEAR2 | 12.24 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 | | 2 | NTCVG | UEAR2 | 17.40 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 | | 3 | NTCVG | UEAR2 | 30.87 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | NTCVG | URES | | 8.98 | 8.98 | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | NTCVG | URES | | 8.98 | 8.98 | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch Loop Tagging - Service Level 2 (SL2) | | | NTCVG | UREWO | | 87.71 | 36.35 | | | | | | | |
| | | | | NTCVG | URETL | | 11.21 | 1.10 | | | | | | | |
| 4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING | | | | | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 1 | | 1 | NTCVG | UEAL4 | 18.89 | 167.86 | 115.15 | 67.08 | 15.56 | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 2 | | 2 | NTCVG | UEAL4 | 26.84 | 167.86 | 115.15 | 67.08 | 15.56 | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 3 | | 3 | NTCVG | UEAL4 | 47.62 | 167.86 | 115.15 | 67.08 | 15.56 | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | NTCVG | URES | | 8.98 | 8.98 | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | NTCVG | URES | | 8.98 | 8.98 | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | NTCVG | UREWO | | 87.71 | 36.35 | | | | | | | |
| 4-WIRE DS1 DIGITAL LOOP - COMMINGLING | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 1 | | 1 | NTCD1 | USLXX | 70.74 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 2 | | 2 | NTCD1 | USLXX | 100.54 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 3 | | 3 | NTCD1 | USLXX | 178.39 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1) | | | NTCD1 | URES | | 8.98 | 8.98 | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1) | | | NTCD1 | URES | | 8.98 | 8.98 | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | NTCD1 | UREWO | | 101.07 | 43.04 | | | | | | | |
| 4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING | | | | | | | | | | | | | | | |
| | 3 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1 | | 1 | NTCUD | UDL2X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2 | | 2 | NTCUD | UDL2X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3 | | 3 | NTCUD | UDL2X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1 | | 1 | NTCUD | UDL4X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2 | | 2 | NTCUD | UDL4X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3 | | 3 | NTCUD | UDL4X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1 | | 1 | NTCUD | UDL9X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2 | | 2 | NTCUD | UDL9X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3 | | 3 | NTCUD | UDL9X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 1 | | 1 | NTCUD | UDL19 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 2 | | 2 | NTCUD | UDL19 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 3 | | 3 | NTCUD | UDL19 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 1 | | 1 | NTCUD | UDL56 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 2 | | 2 | NTCUD | UDL56 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 3 | | 3 | NTCUD | UDL56 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 1 | | 1 | NTCUD | UDL64 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 2 | | 2 | NTCUD | UDL64 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | Attachment: 2 Exh A | | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
|--------------------------------------|---|---------|------|---|-------|-----------|----------------------------------|--------------------------------------|--|--|---|---|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | OSS Rates(\$) | |
| | | | | | | | | | | | | | SOMEK | SOMAN |
| | | | | | | Rec | Nonrecurring First | Nonrecurring Add'l | Nonrecurring Disconnect First | Nonrecurring Disconnect Add'l | | | OSS Rates(\$) | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 3 | | 3 | NTCUD | UDL64 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | NTCUD | URES | | 8.98 | 8.98 | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | NTCUD | URESP | | 8.98 | 8.98 | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | NTCUD | UREWO | | 102.11 | 49.74 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | NTCVG, NTCUD, NTCU1 | OCOSL | | 23.02 | | | | | | | |
| LOOP MODIFICATION | | | | | | | | | | | | | | |
| | Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop | | | UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB | ULM2L | | 0.00 | 0.00 | | | | | | |
| | Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop | | | UHL, UCL, UEA | ULM4L | | 0.00 | 0.00 | | | | | | |
| | Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop | | | UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB | ULMBT | | 10.52 | 10.52 | | | | | | |
| SUB-LOOPS | | | | | | | | | | | | | | |
| Sub-Loop Distribution | | | | | | | | | | | | | | |
| | Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up | | | UEANL, UEF | USBSA | | 487.23 | | | | | | | |
| | Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up | | | UEANL, UEF | USBSB | | 6.25 | | | | | | | |
| | Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up | | | UEANL | USBSC | | 169.25 | | | | | | | |
| | Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up | | | UEANL | USBSD | | 38.65 | | | | | | | |
| | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1 | | 1 | UEANL | USBN2 | 6.46 | 60.19 | 21.78 | 47.50 | 5.26 | | | | |
| | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2 | | 2 | UEANL | USBN2 | 9.18 | 60.19 | 21.78 | 47.50 | 5.26 | | | | |
| | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3 | | 3 | UEANL | USBN2 | 16.29 | 60.19 | 21.78 | 47.50 | 5.26 | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1 | | 1 | UEANL | USBN4 | 7.37 | 68.83 | 30.42 | 49.71 | 6.60 | | | | |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2 | | 2 | UEANL | USBN4 | 10.47 | 68.83 | 30.42 | 49.71 | 6.60 | | | | |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3 | | 3 | UEANL | USBN4 | 18.58 | 68.83 | 30.42 | 49.71 | 6.60 | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | |
| | Sub-Loop 2-Wire IntraBuilding Network Cable (INC) | | | UEANL | USBR2 | 3.96 | 51.84 | 13.44 | 47.50 | 5.26 | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | |
| | Sub-Loop 4-Wire IntraBuilding Network Cable (INC) | | | UEANL | USBR4 | 9.37 | 55.91 | 17.51 | 49.71 | 6.60 | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEANL | URET1 | | 77.09 | 0.00 | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEANL | URETA | | 33.12 | 33.12 | | | | | | |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1 | | 1 | UEF | UCS2X | 5.15 | 60.19 | 21.78 | 47.50 | 5.26 | | | | |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2 | | 2 | UEF | UCS2X | 7.31 | 60.19 | 21.78 | 47.50 | 5.26 | | | | |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3 | | 3 | UEF | UCS2X | 12.98 | 60.19 | 21.78 | 47.50 | 5.26 | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEF | USBMC | | 9.00 | 9.00 | | | | | | |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1 | | 1 | UEF | UCS4X | 5.36 | 68.83 | 30.42 | 49.71 | 6.60 | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | Attachment: 2 Exh A | | | | |
|--------------------------------------|---|---------|------|---|-------|-----------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2 | | 2 | UEF | UCS4X | 7.61 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3 | | 3 | UEF | UCS4X | 13.51 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEF | USBMC | | 9.00 | 9.00 | | | | | | | |
| | Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops | | | UEF, UEANL | URETL | | 8.93 | 0.88 | | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEF | URET1 | | 48.65 | 0.00 | | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEF | URETA | | 23.95 | 23.95 | | | | | | | |
| | Unbundled Sub-Loop Modification | | | | | | | | | | | | | | |
| | Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR | | | UEF | ULM2X | | 10.11 | 10.11 | | | | | | | |
| | Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR | | | UEF | ULM4X | | 10.11 | 10.11 | | | | | | | |
| | Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop | | | UEF | ULMBT | | 15.58 | 15.58 | | | | | | | |
| | Unbundled Network Terminating Wire (UNTW) | | | | | | | | | | | | | | |
| | Unbundled Network Terminating Wire (UNTW) per Pair | | | UENTW | UENPP | 0.4572 | 18.02 | | | | | | | | |
| | Network Interface Device (NID) | | | | | | | | | | | | | | |
| | Network Interface Device (NID) - 1-2 lines | | | UENTW | UND12 | | 71.49 | 48.87 | | | | | | | |
| | Network Interface Device (NID) - 1-6 lines | | | UENTW | UND16 | | 113.89 | 89.07 | | | | | | | |
| | Network Interface Device Cross Connect - 2 W | | | UENTW | UNDC2 | | 7.63 | 7.63 | | | | | | | |
| | Network Interface Device Cross Connect - 4W | | | UENTW | UNDC4 | | 7.63 | 7.63 | | | | | | | |
| | UNE OTHER, PROVISIONING ONLY - NO RATE | | | | | | | | | | | | | | |
| | Unbundled Contact Name, Provisioning Only - no rate | | | UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL | UNECN | 0.00 | 0.00 | | | | | | | | |
| | Unbundled DS1 Loop - Superframe Format Option - no rate | | | USL, NTCD1 | CCOSF | | 0.00 | 0.00 | | | | | | | |
| | Unbundled DS1 Loop - Expanded Superframe Format option - no rate | | | USL, NTCD1 | CCOEF | | 0.00 | 0.00 | | | | | | | |
| | NID - Dispatch and Service Order for NID installation | | | UENTW | UNDBX | 0.00 | 0.00 | | | | | | | | |
| | UNTW Circuit Establishment, Provisioning Only - No Rate | | | UENTW | UENCE | 0.00 | 0.00 | | | | | | | | |
| | LOOP MAKE-UP | | | | | | | | | | | | | | |
| | Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) | | | UMK | UMKLW | | 52.17 | 52.17 | | | | | | | |
| | Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) | | | UMK | UMKLP | | 55.07 | 55.07 | | | | | | | |
| | Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized) | | | UMK | UMKMQ | | 0.6784 | 0.6784 | | | | | | | |
| | LINE SPLITTING | | | | | | | | | | | | | | |
| | END USER ORDERING-CENTRAL OFFICE BASED | | | | | | | | | | | | | | |
| | Line Splitting - per line activation DLEC owned splitter | | | UEPSR UEPSB | UREOS | 0.61 | | | | | | | | | |
| | Line Splitting - per line activation BST owned - physical | | | UEPSR UEPSB | UREBP | 0.61 | 29.68 | 21.28 | 19.57 | 9.61 | | | | | |
| | Line Splitting - per line activation BST owned - virtual | | | UEPSR UEPSB | UREBV | 1.134 | 29.68 | 21.28 | 19.57 | 9.61 | | | | | |
| | END USER ORDERING - REMOTE SITE LINE SPLITTING | | | | | | | | | | | | | | |
| | UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | |
| | 2-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1 | | 1 | UEPSR UEPSB | UEALS | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1 | | 1 | UEPSR UEPSB | UEABS | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2 | | 2 | UEPSR UEPSB | UEALS | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2 | | 2 | UEPSR UEPSB | UEABS | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | 3 | UEPSR UEPSB | UEALS | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 Exh A | | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
|---|--|---------|------|-------------|-------|-----------|--------------|--------|-------------------------|-------|----------------------------------|--------------------------------------|---------------------|-------|---|---|
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | OSS Rates(\$) | | | |
| | | | | | | | First | Add'l | First | Add'l | | | SOMEc | SOMAN | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | 3 | UEPSR UEPSB | UEABS | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | |
| | Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting | | | UEPSR UEPSB | PE1LS | 0.0276 | 8.22 | 7.22 | 5.74 | 4.58 | | | | | | |
| VIRTUAL COLLOCATION | | | | | | | | | | | | | | | | |
| | Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting | | | UEPSR UEPSB | VE1LS | 0.0502 | 11.57 | 11.57 | 0.00 | 0.00 | | | | | | |
| UNBUNDLED DEDICATED TRANSPORT | | | | | | | | | | | | | | | | |
| INTEROFFICE CHANNEL - DEDICATED TRANSPORT | | | | | | | | | | | | | | | | |
| | Interoffice Channel - 2-Wire Voice Grade - per mile | | | U1TVX | 1L5XX | 0.0091 | | | | | | | | | | |
| | Interoffice Channel - 2-Wire Voice Grade - Facility Termination | | | U1TVX | U1TV2 | 25.32 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | |
| | Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile | | | U1TVX | 1L5XX | 0.0091 | | | | | | | | | | |
| | Interoffice Channel - 4-Wire Voice Grade - per mile | | | U1TVX | 1L5XX | 0.0091 | | | | | | | | | | |
| | Interoffice Channel - 4-Wire Voice Grade - Facility Termination | | | U1TVX | U1TV4 | 22.58 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | |
| | Interoffice Channel - 56 kbps - per mile | | | U1TDX | 1L5XX | 0.0091 | | | | | | | | | | |
| | Interoffice Channel - 56 kbps - Facility Termination | | | U1TDX | U1TD5 | 18.44 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | |
| | Interoffice Channel - 64 kbps - per mile | | | U1TDX | 1L5XX | 0.0091 | | | | | | | | | | |
| | Interoffice Channel - 64 kbps - Facility Termination | | | U1TDX | U1TD6 | 18.44 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | |
| | Interoffice Channel - DS1 - per mile | | | U1TD1 | 1L5XX | 0.1856 | | | | | | | | | | |
| | Interoffice Channel - DS1 - Facility Termination | | | U1TD1 | U1TF1 | 88.44 | 105.54 | 98.47 | 21.47 | 19.05 | | | | | | |
| | Interoffice Channel - DS3 - per mile | | | U1TD3 | 1L5XX | 3.87 | | | | | | | | | | |
| | Interoffice Channel - DS3 - Facility Termination | | | U1TD3 | U1TF3 | 1,071.00 | 335.46 | 219.28 | 72.03 | 70.56 | | | | | | |
| | Interoffice Channel - STS-1 - per mile | | | U1TS1 | 1L5XX | 3.87 | | | | | | | | | | |
| | Interoffice Channel - STS-1 - Facility Termination | | | U1TS1 | U1TFS | 1,056.00 | 335.46 | 219.28 | 72.03 | 70.56 | | | | | | |
| UNBUNDLED DARK FIBER - Stand Alone or in Combination | | | | | | | | | | | | | | | | |
| | Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | UDF, UDFCX | 1L5DF | 26.85 | | | | | | | | | | |
| | Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | UDF, UDFCX | UDF14 | | 751.34 | 193.88 | | | | | | | | |
| HIGH CAPACITY UNBUNDLED LOCAL LOOP | | | | | | | | | | | | | | | | |
| DS3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone | | | | | | | | | | | | | | | | |
| | DS3 Unbundled Local Loop - per mile | | | UE3 | 1L5ND | 10.92 | | | | | | | | | | |
| | DS3 Unbundled Local Loop - Facility Termination | | | UE3 | UE3PX | 386.88 | 556.37 | 343.01 | 139.13 | 96.84 | | | | | | |
| | STS-1 Unbundled Local Loop - per mile | | | UDLSX | 1L5ND | 10.92 | | | | | | | | | | |
| | STS-1 Unbundled Local Loop - Facility Termination | | | UDLSX | UDLS1 | 426.60 | 556.37 | 343.01 | 139.13 | 96.84 | | | | | | |
| ENHANCED EXTENDED LINK (EELs) | | | | | | | | | | | | | | | | |
| Network Elements Used in Combinations | | | | | | | | | | | | | | | | |
| | 2-Wire VG Loop (SL2) in Combination - Zone 1 | | 1 | UNCVX | UEAL2 | 12.24 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 2-Wire VG Loop (SL2) in Combination - Zone 2 | | 2 | UNCVX | UEAL2 | 17.40 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 2-Wire VG Loop (SL2) in Combination - Zone 3 | | 3 | UNCVX | UEAL2 | 30.87 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 4-Wire Analog Voice Grade Loop in Combination - Zone 1 | | 1 | UNCVX | UEAL4 | 18.89 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 4-Wire Analog Voice Grade Loop in Combination - Zone 2 | | 2 | UNCVX | UEAL4 | 26.84 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 4-Wire Analog Voice Grade Loop in Combination - Zone 3 | | 3 | UNCVX | UEAL4 | 47.62 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 2-Wire ISDN Loop in Combination - Zone 1 | | 1 | UNCNX | U1L2X | 19.28 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 2-Wire ISDN Loop in Combination - Zone 2 | | 2 | UNCNX | U1L2X | 27.40 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 2-Wire ISDN Loop in Combination - Zone 3 | | 3 | UNCNX | U1L2X | 48.62 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1 | | 1 | UNCDX | UDL56 | 22.20 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2 | | 2 | UNCDX | UDL56 | 31.56 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3 | | 3 | UNCDX | UDL56 | 55.99 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1 | | 1 | UNCDX | UDL64 | 22.20 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2 | | 2 | UNCDX | UDL64 | 31.56 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3 | | 3 | UNCDX | UDL64 | 55.99 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 1 | | 1 | UNC1X | USLXX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 2 | | 2 | UNC1X | USLXX | 100.54 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 3 | | 3 | UNC1X | USLXX | 178.39 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | DS3 Local Loop in combination - per mile | | | UNC3X | 1L5ND | 10.92 | | | | | | | | | | |
| | DS3 Local Loop in combination - Facility Termination | | | UNC3X | UE3PX | 386.88 | 244.42 | 154.73 | 67.10 | 26.27 | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 Exh A | | | | | |
|---|--|---------|------|---|-------|-----------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN |
| | STS-1 Local Loop in combination - per mile | | | UNCSX | 1L5ND | 10.92 | | | | | | | | | |
| | STS-1 Local Loop in combination - Facility Termination | | | UNCSX | UDLS1 | 426.60 | 244.42 | 154.73 | 67.10 | 26.27 | | | | | |
| | Interoffice Channel in combination - 2-wire VG - per mile | | | UNCVX | 1L5XX | 0.0091 | | | | | | | | | |
| | Interoffice Channel in combination - 2-wire VG - Facility Termination | | | UNCVX | U1TV2 | 25.32 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | |
| | Interoffice Channel in combination - 4-wire VG - per mile | | | UNCVX | 1L5XX | 0.0091 | | | | | | | | | |
| | Interoffice Channel in combination - 4-wire VG - Facility Termination | | | UNCVX | U1TV4 | 22.58 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | |
| | Interoffice Channel in combination - 4-wire 56 kbps - per mile | | | UNCDX | 1L5XX | 0.0091 | | | | | | | | | |
| | Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination | | | UNCDX | U1TD5 | 18.44 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | |
| | Interoffice Channel in combination - 4-wire 64 kbps - per mile | | | UNCDX | 1L5XX | 0.0091 | | | | | | | | | |
| | Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination | | | UNCDX | U1TD6 | 18.44 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | |
| | Interoffice Channel in combination - DS1 - per mile | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | |
| | Interoffice Channel in combination - DS1 Facility Termination | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | |
| | Interoffice Channel in combination - DS3 - per mile | | | UNC3X | 1L5XX | 3.87 | | | | | | | | | |
| | Interoffice Channel in combination - DS3 - Facility Termination | | | UNC3X | U1TF3 | 1,071.00 | 320.00 | 138.20 | 38.60 | 18.81 | | | | | |
| | Interoffice Channel in combination - STS-1 - per mile | | | UNCSX | 1L5XX | 3.87 | | | | | | | | | |
| | Interoffice Channel in combination - STS-1 Facility Termination | | | UNCSX | U1TFS | 1,056.00 | 320.00 | 138.20 | 38.60 | 18.81 | | | | | |
| ADDITIONAL NETWORK ELEMENTS | | | | | | | | | | | | | | | |
| Optional Features & Functions: | | | | | | | | | | | | | | | |
| | Clear Channel Capability Extended Frame Option - per DS1 | 1 | | U1TD1, ULDD1, UNC1X | CCOEF | 0.00 | 0.00 | | | | | | | | |
| | Clear Channel Capability Super Frame Option - per DS1 | 1 | | U1TD1, ULDD1, UNC1X | CCOSF | 0.00 | 0.00 | | | | | | | | |
| | Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1 | 1 | | ULDD1, U1TD1, UNC1X, USL | NRCCC | 184.92 | 23.82 | 2.07 | 0.80 | | | | | | |
| | C-bit Parity Option - Subsequent Activity - per DS3 | 1 | | U1TD3, ULDD3, UE3, UNC3X | NRCC3 | 219.09 | 7.67 | 0.773 | 0.00 | | | | | | |
| | DS1/DS0 Channel System | | | UNC1X | MQ1 | 146.77 | 57.28 | 14.74 | 1.50 | 1.34 | | | | | |
| | DS3/DS1 Channel System | | | UNC3X, UNCSX | MQ3 | 211.19 | 115.60 | 56.54 | 12.16 | 4.26 | | | | | |
| | Voice Grade COCI in combination | | | UNCVX | 1D1VG | 1.38 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | Voice Grade COCI - for Stand Alone Local Loop | | | UEA | 1D1VG | 1.38 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation | | | U1TUC | 1D1VG | 1.38 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | OCU-DP COCI (2.4-64 kbps) in combination | | | UNCDX | 1D1DD | 2.10 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | OCU-DP COCI (2.4-64 kbps) - for Stand Alone Local Loop | | | UDL | 1D1DD | 2.10 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | OCU-DP COCI (2.4-64 kbps) - for connection to a channelized DS1 Local Channel in the same SWC as collocation | | | U1TUD | 1D1DD | 2.10 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | 2-wire ISDN COCI (BRITE) in combination | | | UNCNX | UC1CA | 3.66 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | 2-wire ISDN COCI (BRITE) - for a Local Loop | | | UDN | UC1CA | 3.66 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | 2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation | | | U1TUB | UC1CA | 3.66 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | DS1 COCI in combination | | | UNC1X | UC1D1 | 13.76 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | DS1 COCI - for Stand Alone Local Channel | | | ULDD1 | UC1D1 | 13.76 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | DS1 COCI - for Stand Alone Interoffice Channel | | | U1TD1 | UC1D1 | 13.76 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | DS1 COCI - for Stand Alone Local Loop | | | USL | UC1D1 | 13.76 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation | | | U1TUA | UC1D1 | 13.76 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | |
| | Wholesale - UNE, Switch-As-Is Conversion Charge | | | UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST | UNCCC | 8.98 | 8.98 | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | | | | Attachment: 2 Exh A | | |
|--------------------------------------|---|------------|------|---|-------|-----------|--------------|-------|-------------------------|---|---|--|--|---|---|---------------|
| CATEGORY | RATE ELEMENTS | Inter m | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | OSS Rates(\$) |
| | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR) | | | U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3 | URESL | | 8.98 | 8.98 | | | | | | | | |
| | Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet | | | U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3 | URESP | | 8.98 | 8.98 | | | | | | | | |
| | Access to DCS - Customer Reconfiguration (FlexServ) | | | | | | | | | | | | | | | |
| | Customer Reconfiguration Establishment | | | | | | 1.63 | | 1.63 | | | | | | | |
| | DS1 DCS Termination with DS0 Switching | | | | | 27.39 | 32.89 | 23.58 | 16.96 | 12.77 | | | | | | |
| | DS1 DCS Termination with DS1 Switching | | | | | 11.70 | 25.07 | 15.76 | 13.05 | 8.86 | | | | | | |
| | DS3 DCS Termination with DS1 Switching | | | | | 146.81 | 32.89 | 23.58 | 16.96 | 12.77 | | | | | | |
| | Node (SynchroNet) | | | | | | | | | | | | | | | |
| | Node per month | | | UNC DX | UNCNT | 16.35 | | | | | | | | | | |
| | Service Rearrangements | | | | | | | | | | | | | | | |
| | NRC - Change in Facility Assignment per circuit Service Rearrangement | | | U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULD VX, ULDDX, UNC VX, UNCDX, UNC1X | URETD | | 101.07 | 43.04 | | | | | | | | |
| | NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed) | | | U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULD VX, ULDDX, UNC VX, UNCDX, UNC1X | URETB | | 3.67 | 3.67 | | | | | | | | |
| | NRC - Order Coordination Specific Time - Dedicated Transport | | | UNC1X, UNC3X | OCOSR | | 18.90 | 18.90 | | | | | | | | |
| | UNE Reconfiguration Change Charge per Circuit | | | UNC1X | URERC | | 35.00 | 35.00 | | | | | | | | |
| | UNE Reconfiguration Change Charge per Circuit Project Managed | | | UNC1X | URERP | | 3.67 | 3.67 | | | | | | | | |
| | COMMINGLING | | | | | | | | | | | | | | | |
| | Commingling Authorization | | | UNC VX, UNCDX, UNC1X, UNC3X, UNC SX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1 | CMGAU | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | |
| | Commingled (UNE part of single bandwidth circuit) | | | | | | | | | | | | | | | |
| | Commingled VG COCI | | | XDV2X, NTCVG | 1D1VG | 1.38 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | |
| | Commingled Digital COCI | | | XDV6X, NTCUD | 1D1DD | 2.10 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | |
| | Commingled ISDN COCI | | | XDD4X | UC1CA | 3.66 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | |
| | Commingled 2-wire VG Interoffice Channel | | | XDV2X | U1TV2 | 25.32 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | | |
| | Commingled 4-wire VG Interoffice Channel | | | XDV6X | U1TV4 | 22.58 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | | |
| | Commingled 56kbps Interoffice Channel | | | XDD4X | U1TD5 | 18.44 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | | |
| | Commingled 64kbps Interoffice Channel | | | XDD4X | U1TD6 | 18.44 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | | |
| | Commingled VG/DS0 Interoffice Channel Mileage | | | XDV2X, XDV6X, XDD4X | 1L5XX | 0.0091 | | | | | | | | | | |
| | Commingled 2-wire Local Loop Zone 1 | | 1 | XDV2X | UEAL2 | 12.24 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled 2-wire Local Loop Zone 2 | | 2 | XDV2X | UEAL2 | 17.40 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled 2-wire Local Loop Zone 3 | | 3 | XDV2X | UEAL2 | 30.87 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled 4-wire Local Loop Zone 1 | | 1 | XDV6X | UEAL4 | 18.89 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled 4-wire Local Loop Zone 2 | | 2 | XDV6X | UEAL4 | 26.84 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled 4-wire Local Loop Zone 3 | | 3 | XDV6X | UEAL4 | 47.62 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled 56kbps Local Loop Zone 1 | | 1 | XDD4X | UDL56 | 22.20 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled 56kbps Local Loop Zone 2 | | 2 | XDD4X | UDL56 | 31.56 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled 56kbps Local Loop Zone 3 | | 3 | XDD4X | UDL56 | 55.99 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | Attachment: 2 Exh A | | | | | |
|--|---|---------|------|--------------|-------|-----------|--------------|--------|-------------------------|--------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | Commingled 64kbps Local Loop Zone 1 | | 1 | XDD4X | UDL64 | 22.20 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled 64kbps Local Loop Zone 2 | | 2 | XDD4X | UDL64 | 31.56 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled 64kbps Local Loop Zone 3 | | 3 | XDD4X | UDL64 | 55.99 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled ISDN Local Loop Zone 1 | | 1 | XDD4X | U1L2X | 19.28 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled ISDN Local Loop Zone 2 | | 2 | XDD4X | U1L2X | 27.40 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled ISDN Local Loop Zone 3 | | 3 | XDD4X | U1L2X | 48.62 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | Commingled DS1 COCI | | | XDH1X, NTCD1 | UC1D1 | 13.76 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | |
| | Commingled DS1 Interface Channel | | | XDH1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | Commingled DS1 Interface Channel Mileage | | | XDH1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | Commingled DS1/DS0 Channel System | | | XDH1X | MQ1 | 146.77 | 57.28 | 14.74 | 1.50 | 1.34 | | | | | | |
| | Commingled DS1 Local Loop Zone 1 | | 1 | XDH1X | USLXX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | Commingled DS1 Local Loop Zone 2 | | 2 | XDH1X | USLXX | 100.54 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | Commingled DS1 Local Loop Zone 3 | | 3 | XDH1X | USLXX | 178.39 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | Commingled DS3 Local Loop | | | HFQC6 | UE3PX | 386.88 | 244.42 | 154.73 | 67.10 | 26.27 | | | | | | |
| | Commingled DS3/STS-1 Local Loop Mileage | | | HFQC6, HFRST | 1L5ND | 10.92 | | | | | | | | | | |
| | Commingled STS-1 Local Loop | | | HFRST | UQLS1 | 426.60 | 244.42 | 154.73 | 67.10 | 26.27 | | | | | | |
| | Commingled DS3/DS1 Channel System | | | HFQC6 | MQ3 | 211.19 | 115.60 | 56.54 | 12.16 | 4.26 | | | | | | |
| | Commingled DS3 Interface Channel | | | HFQC6 | U1TF3 | 1,071.00 | 320.00 | 138.20 | 38.60 | 18.81 | | | | | | |
| | Commingled DS3 Interface Channel Mileage | | | HFQC6 | 1L5XX | 3.87 | | | | | | | | | | |
| | Commingled STS-1 Interface Channel | | | HFRST | U1TFS | 1,056.00 | 320.00 | 138.20 | 38.60 | 18.81 | | | | | | |
| | Commingled STS-1 Interface Channel Mileage | | | HFRST | 1L5XX | 3.87 | | | | | | | | | | |
| | Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | HEODL | 1L5DF | 26.85 | | | | | | | | | | |
| | Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | HEODL | UDF14 | | 751.34 | 193.88 | | | | | | | | |
| | UNE to Commingled Conversion Tracking | | | XDH1X, HFQC6 | CMGUN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | |
| | SPA to Commingled Conversion Tracking | | | XDH1X, HFQC6 | CMGSP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | |
| LNP Query Service | | | | | | | | | | | | | | | | |
| | LNP Charge Per query | | | | | 0.000852 | | | | | | | | | | |
| | LNP Service Establishment Manual | | | | | | 13.83 | 13.83 | 12.71 | 12.71 | | | | | | |
| | LNP Service Provisioning with Point Code Establishment | | | | | | 655.50 | 334.88 | 297.03 | 218.40 | | | | | | |
| 911 PBX LOCATE | | | | | | | | | | | | | | | | |
| 911 PBX LOCATE DATABASE CAPABILITY | | | | | | | | | | | | | | | | |
| | Service Establishment per CLEC per End User Account | | | 9PBDC | 9PBEU | | 1,820.00 | | | | | | | | | |
| | Changes to TN Range or Customer Profile Per Telephone Number (Monthly) | | | 9PBDC | 9PBTN | | 182.14 | | | | | | | | | |
| | Change Company (Service Provider) ID | | | 9PBDC | 9PBMM | 0.07 | | | | | | | | | | |
| | PBX Locate Service Support per CLEC (Monthl) | | | 9PBDC | 9PBPC | | 534.66 | | | | | | | | | |
| | Service Order Charge | | | 9PBDC | 9PBMR | 178.80 | | | | | | | | | | |
| | | | | 9PBDC | 9PBSC | | 11.90 | | | | | | | | | |
| 911 PBX LOCATE TRANSPORT COMPONENT | | | | | | | | | | | | | | | | |
| See Att 3 | | | | | | | | | | | | | | | | |
| Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order. | | | | | | | | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | | | | Attachment: 2 Exh. B | | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | |
|--|--|---------|------|------------|-------|------------|--------------------|--------------------|-------------------------------|----------------------------------|--------------------------------------|---|---|---|---|---|--------|---|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | |
| | | | | | | Rec | Nonrecurring First | Nonrecurring Add'l | Nonrecurring Disconnect First | | | | | | | Nonrecurring Disconnect Add'l | SOME C | SOMAN | SOMAN |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | | | | | | |
| 2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1 | | 1 | UHL | UHL2X | 8.30 | | | | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2 | | 2 | UHL | UHL2X | 11.80 | | | | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3 | | 3 | UHL | UHL2X | 20.94 | | | | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL2W | 8.30 | | | | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL2W | 11.80 | | | | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL2W | 20.94 | | | | | | | | | | | | | |
| 4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | | | | | |
| | 4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL4X | 12.49 | | | | | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4X | 17.76 | | | | | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4X | 31.50 | | | | | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL4W | 12.49 | | | | | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4W | 17.76 | | | | | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4W | 31.50 | | | | | | | | | | | | | |
| 4-WIRE DS1 DIGITAL LOOP | | | | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 1 | | 1 | USL | USLXX | 81.35 | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 2 | | 2 | USL | USLXX | 115.62 | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 3 | | 3 | USL | USLXX | 205.15 | | | | | | | | | | | | | |
| HIGH CAPACITY UNBUNDLED LOCAL LOOP | | | | | | | | | | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - DS3 - Per Mile per month | | | UE3 | 1L5ND | 12.56 | | | | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - DS3 - Facility Termination per month | | | UE3 | UE3PX | 444.91 | | | | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - STS-1 - Per Mile per month | | | UDLSX | 1L5ND | 12.56 | | | | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month | | | UDLSX | UDLS1 | 490.59 | | | | | | | | | | | | | |
| UNBUNDLED DEDICATED TRANSPORT | | | | | | | | | | | | | | | | | | | |
| INTEROFFICE CHANNEL - DEDICATED TRANSPORT | | | | | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month | | | U1TD1 | 1L5XX | 0.21 | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS1 - Facility Termination | | | U1TD1 | U1TF1 | 101.71 | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month | | | U1TD3 | 1L5XX | 4.45 | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month | | | U1TD3 | U1TF3 | 1231.65 | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month | | | U1TS1 | 1L5XX | 4.45 | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination | | | U1TS1 | U1TFS | 1214.40 | | | | | | | | | | | | | |
| UNBUNDLED DARK FIBER - Stand Alone or in Combination | | | | | | | | | | | | | | | | | | | |
| | Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | UDF, UDFCX | 1L5DF | 30.88 | | | | | | | | | | | | | |
| ENHANCED EXTENDED LINK (EELs) | | | | | | | | | | | | | | | | | | | |

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 Exh. B | | | | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | | |
|--|--|---------|------|-------|-------|------------|----------------------------------|--------------------------------------|----------------------|--------------|-------|-------------------------|---|---|---|---|----------------|-------|-------|-------|-------|-------|
| | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | OSS Rates (\$) | | | | | |
| | | | | | | | | | | First | Add'l | First | | | | | Add'l | SOMEK | SOMAN | SOMAN | SOMAN | SOMAN |
| NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements. | | | | | | | | | | | | | | | | | | | | | | |
| NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements. | | | | | | | | | | | | | | | | | | | | | | |
| EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 1 | | 1 | UNC1X | USLXX | 81.35 | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 2 | | 2 | UNC1X | USLXX | 115.62 | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 3 | | 3 | UNC1X | USLXX | 205.15 | | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile per month | | | UNC1X | 1L5XX | 0.21 | | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month | | | UNC1X | U1TF1 | 101.71 | | | | | | | | | | | | | | | | |
| EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | | | | | | | | |
| | DS3 Local Loop in combination - per mile per month | | | UNC3X | 1L5ND | 12.56 | | | | | | | | | | | | | | | | |
| | DS3 Local Loop in combination - Facility Termination per month | | | UNC3X | UE3PX | 444.91 | | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS3 - Per Mile per month | | | UNC3X | 1L5XX | 4.45 | | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month | | | UNC3X | U1TF3 | 1231.65 | | | | | | | | | | | | | | | | |
| EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | | | | | | | | |
| | STS-1 Local Loop in combination - per mile per month | | | UNCSX | 1L5ND | 12.56 | | | | | | | | | | | | | | | | |
| | STS-1 Local Loop in combination - Facility Termination per month | | | UNCSX | UDLS1 | 490.59 | | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - STS-1 combination - per mile per month | | | UNCSX | 1L5XX | 4.45 | | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month | | | UNCSX | U1TFS | 1214.40 | | | | | | | | | | | | | | | | |

| December 2004 Data with FBC count as of Dec 5 | | | | | | | |
|---|-------------|----------------------|--|-----------------------|--------|-----------------------|-----------------------|
| State | Wire Center | Total Business Lines | Number of FB Collocators if 3 or Greater | Interoffice Transport | | High Capacity Loops | |
| | | | | Tier 1 | Tier 2 | No Impairment for DS3 | No Impairment for DS1 |
| AL | BRHMALMT | 39,078 | - | X | | | |
| AL | HNVALMT | 26,690 | - | | X | | |
| AL | MOBALAZ | 20,101 | 5 | X | | | |
| AL | MTGMALDA | 32,752 | - | | X | | |
| AL | MTGMALMT | 27,528 | - | | X | | |
| FL | BCRTELBT | 26,601 | - | | X | | |
| FL | BCRTELMA | 40,746 | 5 | X | | X | |
| FL | COCOFLMA | 18,097 | 4 | X | | | |
| FL | DRBHFMA | 24,695 | 1 | | X | | |
| FL | DYBHFMA | 32,282 | 7 | X | | | |
| FL | FTLDFLCY | 31,487 | 4 | X | | | |
| FL | FTLDFLJA | 29,209 | 5 | X | | | |
| FL | FTLDFLMB | 55,881 | 8 | X | | X | |
| FL | FTLDFLOA | 28,008 | 5 | X | | | |
| FL | FTLDFLPL | 28,469 | 5 | X | | | |
| FL | GSMFLMA | 55,681 | 4 | X | | X | |
| FL | HLWDFLPE | 37,415 | 4 | X | | | |
| FL | HLWDFLWH | 34,022 | - | | X | | |
| FL | JCVLFLCL | 42,452 | 6 | X | | X | |
| FL | JCVLFLSJ | 24,088 | 3 | | X | | |
| FL | JCVLFLSM | 17,820 | 5 | X | | | |
| FL | MIAMFLAE | 41,912 | 5 | X | | X | |
| FL | MIAMFLBR | 24,482 | - | | X | | |
| FL | MIAMFLCA | 22,645 | 3 | | X | | |
| FL | MIAMFLGR | 68,580 | 11 | X | | X | X |
| FL | MIAMFLHL | 43,021 | 5 | X | | X | |
| FL | MIAMFLPB | 24,380 | 4 | X | | | |
| FL | MIAMFLPL | 86,923 | 5 | X | | X | X |
| FL | MIAMFLRR | 24,740 | 3 | | X | | |
| FL | MIAMFLSO | 23,802 | 3 | | X | | |
| FL | MIAMFLWM | 23,310 | 4 | X | | | |
| FL | MLBBFLMA | 32,547 | 4 | X | | | |
| FL | MNDRELO | 20,180 | 3 | | X | | |
| FL | NDADFLGG | 18,239 | 5 | X | | | |
| FL | ORLDFLAP | 31,234 | 3 | | X | | |
| FL | ORLDFLCL | 20,828 | 5 | X | | | |
| FL | ORLDFLMA | 57,966 | 10 | X | | X | |
| FL | ORLDFLPC | 45,792 | 6 | X | | X | |
| FL | ORLDFLRH | 33,148 | 4 | X | | | |

Version: 2Q06 Standard ICA
06/13/06

| | | | | | | | |
|----|-----------|--------|---|---|---|---|---|
| FL | ORLDFLSA | 26,126 | 8 | X | | | |
| FL | PMBHFLFE | 25,909 | 4 | X | | | |
| FL | PMBHFLMA | 33,993 | 4 | X | | | |
| FL | PNSCFBLI | 28,685 | 4 | X | | | |
| FL | PNSCFLFP | 30,863 | - | | X | | |
| FL | PRRNFMA | 37,969 | 3 | | X | | |
| FL | STRTELMA | 25,577 | - | | X | | |
| FL | WPBHFLAN | 33,521 | 4 | X | | | |
| FL | WPBHFLGA | 24,885 | - | | X | | |
| FL | WPBHFLGR | 26,527 | 3 | | X | | |
| FL | WPBHFLHH | 36,053 | 3 | | X | | |
| FL | WPBHFLJE | 13,622 | 3 | | X | | |
| GA | AGSTGAMT | 22,316 | 3 | | X | | |
| GA | ALBYGAMA | 29,095 | - | | X | | |
| GA | ALPRGAMA | 74,317 | 7 | X | | X | X |
| GA | ATLNGAMA | 28,311 | - | | X | | |
| GA | ATLNGABU | 57,054 | 7 | X | | X | |
| GA | ATLNGACS | 94,988 | 9 | X | | X | X |
| GA | ATLNGAEP | 34,260 | 4 | X | | | |
| GA | ATLNGAPP | 71,905 | 7 | X | | X | X |
| GA | ATLNGASS | 33,797 | 3 | | X | | |
| GA | ATLNGATH | 33,131 | 3 | | X | | |
| GA | CHMBCAMA | 30,860 | - | | X | | |
| GA | CLMBCGAMT | 36,081 | - | | X | | |
| GA | CMNGGAMA | 24,408 | - | | X | | |
| GA | DLTHGAHS | 39,907 | - | X | | | |
| GA | DNWDGAMA | 47,862 | 7 | X | | X | |
| GA | ILBNGAMA | 27,481 | - | | X | | |
| GA | LRVLGAOS | 32,076 | - | | X | | |
| GA | MACNGAMT | 24,148 | - | | X | | |
| GA | MBITGAMA | 89,220 | 4 | X | | X | X |
| GA | NRCRGAMA | 78,131 | 8 | X | | X | X |
| GA | RSWLGAMA | 41,390 | 3 | X | | | |
| GA | SMYRGAMA | 29,316 | 5 | X | | | |
| GA | SMYRGAPP | 52,246 | 8 | X | | X | |
| GA | SVNHGABS | 28,626 | 3 | | X | | |
| GA | TUKRGAMA | 27,383 | - | | X | | |
| KY | LSVLKYAP | 49,159 | 4 | X | | X | |
| KY | LSVLKYBE | 16,989 | 3 | | X | | |
| LA | BTRCLAGW | 39,525 | - | X | | | |
| LA | BTRCLAMA | 39,089 | 4 | X | | X | |
| LA | LFYTLAMA | 46,825 | - | X | | | |

| | | | | | | | |
|----|-----------|--------|---|---|---|---|---|
| LA | MONRLAMA | 37,785 | - | | X | | |
| LA | NWORLAMA | 71,146 | 6 | X | | X | X |
| LA | NWORLAMT | 31,726 | - | | X | | |
| LA | SHPTLAMA | 29,790 | 3 | | X | | |
| MS | HTBGMSMA | 12,829 | 3 | | X | | |
| MS | JCSNMSCP | 40,109 | 3 | X | | | |
| NC | CARYNCCE | 27,888 | 4 | X | | | |
| NC | CHRLNCBO | 24,980 | 8 | X | | | |
| NC | CHRLNCCA | 85,131 | 9 | X | | X | X |
| NC | CHRLNCDE | 17,354 | 3 | | X | | |
| NC | CHRLNCLP | 9,811 | 4 | X | | | |
| NC | CHRLNCRE | 11,507 | 6 | X | | | |
| NC | CHRLNCSH | 13,484 | 5 | X | | | |
| NC | CHRLNCUN | 14,570 | 4 | X | | | |
| NC | CPHLNGRO | 41,802 | 4 | X | | X | |
| NC | GNBQNCAS | 34,302 | 6 | X | | | |
| NC | GNBQNCBU | 48,789 | 6 | X | | X | |
| NC | RLGHNCGL | 26,809 | 5 | X | | | |
| NC | RLGHNCHO | 29,561 | 8 | X | | | |
| NC | RLGHNCMO | 75,174 | 7 | X | | X | X |
| NC | SLBFNCMA | 17,462 | 3 | | X | | |
| NC | WLMGNCWI | 24,794 | - | | X | | |
| NC | WNSLNCFI | 33,021 | 3 | | X | | |
| SC | CHTNSODT | 24,703 | 5 | X | | | |
| SC | CHTNSGNO | 24,107 | - | | X | | |
| SC | CLMASC SA | 13,939 | 3 | | X | | |
| SC | CLMASC SN | 48,403 | 5 | X | | X | |
| SC | GNVLSODT | 45,546 | 5 | X | | X | |
| SC | GNVLSOWR | 43,639 | - | | X | | |
| SC | MNPLSCES | 24,061 | - | | X | | |
| SC | SPBGSCMA | 22,796 | 3 | | X | | |
| TN | CHTGTNBR | 24,314 | - | | X | | |
| TN | CHTGTNNS | 23,166 | 3 | | X | | |
| TN | KNVLTNMA | 37,284 | 3 | | X | | |
| TN | MMPHTNBA | 34,364 | - | | X | | |
| TN | MMPHTNEL | 30,973 | 3 | | X | | |
| TN | MMPHTNGT | 26,311 | - | | X | | |
| TN | MMPHTNMA | 23,520 | 6 | X | | | |
| TN | MMPHTNMT | 10,289 | 3 | | X | | |
| TN | MMPHTNOA | 36,686 | 2 | | X | | |
| TN | NSVLTNEW | 28,974 | - | | X | | |
| TN | NSVLTNDO | 24,914 | - | | X | | |
| TN | NSVLTNMT | 78,781 | 3 | X | | | |

| | | | | | | | |
|---------------|----------|--------|---|-----------|-----------|-----------|-----------|
| TN | NSVLTNST | 24,911 | - | | X | | |
| TN | NSVLTNUN | 19,987 | 3 | | X | | |
| Totals | | | | 67 | 59 | 27 | 10 |

Attachment 3
Network Interconnection

TABLE OF CONTENTS

| | | |
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NETWORK INTERCONNECTION

1 General

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

2 Definitions: (For the purpose of this Attachment)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **BellSouth Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Blonder Tongue Telephone.
- 2.4 **911 Service** is as described in this Attachment.
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the The Telcordia® LERG™ Routing Guide (LERG).
- 2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.
- 2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Blonder Tongue Telephone.
- 2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.
- 2.16 **ISP-Bound Traffic** is as defined in this Attachment.
- 2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.18 **Local Traffic** is as defined in this Attachment.
- 2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.24 **Transit Traffic** is traffic originating on Blonder Tongue Telephone's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Blonder Tongue Telephone's network.

3 Network Interconnection

- 3.1 This Attachment pertains only to the provision of network interconnection where Blonder Tongue Telephone owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) Process set forth in Attachment 11.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP in a BellSouth Central Office where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).
- 3.3 Interconnection via Dedicated Facilities

- 3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at BellSouth's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.
- 3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.
- 3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if Blonder Tongue Telephone elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Blonder Tongue Telephone and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Blonder Tongue Telephone's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.2 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Blonder Tongue Telephone Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type CLLI code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.3 Upon verbal request by Blonder Tongue Telephone, BellSouth shall allow Blonder Tongue Telephone access to the fusion splice point for the Fiber Meet point for

maintenance purposes on Blonder Tongue Telephone's side of the Fiber Meet point.

- 3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable BellSouth intrastate Access Services Tariff and or BellSouth's FCC No. 1 Tariff.

4 Interconnection Trunk Group Architectures

- 4.1 BellSouth and Blonder Tongue Telephone shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 Blonder Tongue Telephone shall establish an interconnection trunk group(s) to at least one (1) BellSouth access tandem within the LATA for the delivery of Blonder Tongue Telephone's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Blonder Tongue Telephone desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Blonder Tongue Telephone has established interconnection trunk groups, Blonder Tongue Telephone shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.
- 4.2.1 Notwithstanding the forgoing, Blonder Tongue Telephone shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Blonder Tongue Telephone has homed (i.e., assigned) its NPA/NXXs. Blonder Tongue Telephone shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Blonder Tongue Telephone shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from IXCs based on Blonder Tongue Telephone's NXX access tandem homing arrangement as specified by Blonder Tongue Telephone in the LERG.

- 4.4 Any Blonder Tongue Telephone interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Blonder Tongue Telephone from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Blonder Tongue Telephone to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Blonder Tongue Telephone are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Blonder Tongue Telephone shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Blonder Tongue Telephone is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Blonder Tongue Telephone's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than one hundred ninety-two (192) trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic
- 4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound

Traffic and IntraLATA Toll Traffic. Blonder Tongue Telephone shall order such two-way trunks via the ASR process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

- 4.10.2 BellSouth Access Tandem Interconnection. BellSouth Access Tandem interconnection at a single Access Tandem provides access to those End Offices subtending that access tandem (Intratandem Access). Access Tandem interconnection is available for any of the following access tandem architectures:
- 4.10.2.1 Basic Architecture. In the basic architecture, Blonder Tongue Telephone's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Blonder Tongue Telephone and BellSouth Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Blonder Tongue Telephone and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Blonder Tongue Telephone desires to exchange traffic. This trunk group also carries Blonder Tongue Telephone originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Blonder Tongue Telephone. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.
- 4.10.2.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for Blonder Tongue Telephone-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for BellSouth end users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Blonder Tongue Telephone end users. A two-way trunk group provides Intratandem Access for Blonder Tongue Telephone's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Blonder Tongue Telephone and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Blonder Tongue

Telephone exchanges traffic. This trunk group also carries Blonder Tongue Telephone originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Blonder Tongue Telephone. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.2.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Blonder Tongue Telephone and BellSouth. In addition, a separate two-way transit trunk group must be established for Blonder Tongue Telephone's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Blonder Tongue Telephone and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Blonder Tongue Telephone exchanges traffic. This trunk group also carries Blonder Tongue Telephone originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Blonder Tongue Telephone. However, where Blonder Tongue Telephone is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and Blonder Tongue Telephone's Transit Traffic are exchanged on a single two-way trunk group between Blonder Tongue Telephone and BellSouth to provide Intratandem Access to Blonder Tongue Telephone. This trunk group carries Transit Traffic between Blonder Tongue Telephone and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Blonder Tongue Telephone desires to exchange traffic. This trunk group also carries Blonder Tongue Telephone originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Blonder Tongue Telephone. However, where Blonder Tongue Telephone is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable

BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.2.5 Multiple Tandem Access (MTA) Interconnection

4.10.2.5.1 Where Blonder Tongue Telephone does not choose access tandem interconnection at every BellSouth Access Tandem within a LATA, Blonder Tongue Telephone must utilize BellSouth's MTA interconnection. To utilize MTA Blonder Tongue Telephone must establish an interconnection trunk group(s) at a minimum of one (1) BellSouth Access Tandem within each LATA as required. BellSouth will route Blonder Tongue Telephone's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Blonder Tongue Telephone must also establish an interconnection trunk group(s) at all BellSouth Access Tandems where Blonder Tongue Telephone NXXs are homed as described in Section 4.2.1 above. If Blonder Tongue Telephone does not have NXXs homed at any particular BellSouth Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth Access Tandem, Blonder Tongue Telephone can order MTA in each BellSouth Access Tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Blonder Tongue Telephone's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those BellSouth Access Tandems where Blonder Tongue Telephone does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.2.5.2 Blonder Tongue Telephone may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to Blonder Tongue Telephone will be delivered to and from IXCs based on Blonder Tongue Telephone's NXX access tandem homing arrangement as specified by Blonder Tongue Telephone in the LERG.

4.10.2.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.

4.10.2.5.4 To the extent Blonder Tongue Telephone does not purchase MTA in a LATA served by multiple Access Tandems, Blonder Tongue Telephone must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent Blonder Tongue Telephone routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Blonder Tongue Telephone shall pay BellSouth the associated MTA charges.

4.10.3 Local Tandem Interconnection

- 4.10.3.1 Local Tandem Interconnection arrangement allows Blonder Tongue Telephone to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Blonder Tongue Telephone-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth End Offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.3.2 When a specified local calling area is served by more than one (1) BellSouth local tandem, Blonder Tongue Telephone must designate a “home” local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Blonder Tongue Telephone may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Blonder Tongue Telephone may deliver Local Traffic and ISP-Bound Traffic to a “home” BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Blonder Tongue Telephone does not choose to establish an interconnection trunk group(s). It is Blonder Tongue Telephone’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Blonder Tongue Telephone’s codes. Likewise, Blonder Tongue Telephone shall obtain its routing information from the LERG.
- 4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth’s local tandems, Blonder Tongue Telephone must also establish an interconnection trunk group(s) to BellSouth Access Tandems within the LATA on which Blonder Tongue Telephone has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access and toll traffic, and traffic to Type 2A CMRS connections located at the Access Tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth Access Tandem for completion. (Type 2A CMRS interconnection is defined in Section A35 of BellSouth’s GSST).
- 4.10.3.4 BellSouth’s provisioning of Local Tandem Interconnection assumes that Blonder Tongue Telephone has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.10.4 Direct End Office-to-End Office Interconnection
- 4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party’s originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

- 4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:
- 4.10.4.2.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Blonder Tongue Telephone and BellSouth.
- 4.10.4.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between Blonder Tongue Telephone's switch and a BellSouth End Office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 4.10.4.2.3 Mutual Agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.
- 4.10.5 Transit Traffic Trunk Group
- 4.10.5.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by Blonder Tongue Telephone to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. Blonder Tongue Telephone shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.
- 4.10.5.2 Toll Free Traffic
- 4.10.5.2.1 If Blonder Tongue Telephone chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Blonder Tongue Telephone originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.10.5.2.2 Blonder Tongue Telephone may choose to perform its own Toll Free database queries from its switch. In such cases, Blonder Tongue Telephone will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Blonder Tongue Telephone will route the post-query local or IntraLATA converted ten (10)-digit local number to

BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Blonder Tongue Telephone will route the post-query local or intraLATA converted ten (10)-digit local number to BellSouth over the Transit Traffic Trunk Group and Blonder Tongue Telephone shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Blonder Tongue Telephone will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Blonder Tongue Telephone's network but that are connected to BellSouth's Access Tandem.

- 4.10.5.2.3 All post-query Toll Free calls for which Blonder Tongue Telephone performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth Access Tandem within the LATA.

5 Network Design And Management For Interconnection

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where Blonder Tongue Telephone chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the Blonder Tongue Telephone switch and the BellSouth STP. BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 Forecasting for Trunk Provisioning

- 6.1 Within six (6) months after execution of this Agreement, Blonder Tongue Telephone shall provide an initial interconnection trunk group forecast for each

LATA in which it plans to provide service within BellSouth's region. Upon receipt of Blonder Tongue Telephone's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed Confidential Information under the General Terms and Conditions.

- 6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Blonder Tongue Telephone-to-BellSouth one-way trunks (Blonder Tongue Telephone Trunks), BellSouth-to-Blonder Tongue Telephone one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Blonder Tongue Telephone location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 6.2 Once initial interconnection trunk forecasts have been developed, Blonder Tongue Telephone shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. Blonder Tongue Telephone shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.
- 6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 6.4 Trunk Utilization
- 6.4.1 For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Blonder Tongue Telephone shall monitor traffic on each BellSouth Final Trunk Group that is ordered and installed. The Parties agree

that the BellSouth Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. Subject to Section 6.4.2 below, BellSouth may disconnect any under-utilized BellSouth Final Trunk Groups and Blonder Tongue Telephone shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

- 6.4.2 BellSouth's CISC will notify Blonder Tongue Telephone of any under-utilized BellSouth Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Blonder Tongue Telephone interface. Blonder Tongue Telephone will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Blonder Tongue Telephone expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Blonder Tongue Telephone to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Blonder Tongue Telephone. The due date of these orders will be four (4) weeks after Blonder Tongue Telephone was first notified in writing of the underutilization of the trunk groups.
- 6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 6.4.4 For the two-way trunk groups, BellSouth and Blonder Tongue Telephone shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. BellSouth will request the disconnection of any under-utilized two-way trunk(s) and Blonder Tongue Telephone shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

6.4.4.1 BellSouth's CISC will notify Blonder Tongue Telephone of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Blonder Tongue Telephone interface. Blonder Tongue Telephone will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Blonder Tongue Telephone expects to need such trunks. BellSouth's CISC Project Manager and CCM will discuss the information with Blonder Tongue Telephone to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Blonder Tongue Telephone will issue disconnect orders to BellSouth. The due date of these orders will be four (4) weeks after Blonder Tongue Telephone was first notified in writing of the under-utilization of the trunk groups.

6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 Local Dialing Parity

7.1 BellSouth and Blonder Tongue Telephone shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating Telecommunications Services that require dialing to route a call.

8 Interconnection Compensation

8.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from a calling party located in one exchange and terminates in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of BellSouth's GSST.

8.1.1.1 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.

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an

information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.
- 8.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.
- 8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.
- 8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.
 - 8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.
- 8.1.7 If Blonder Tongue Telephone assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Blonder Tongue Telephone customer physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Blonder Tongue Telephone customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Blonder Tongue Telephone agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Blonder Tongue Telephone at BellSouth's FCC No. 1 Tariff rates.

8.2 If Blonder Tongue Telephone does not identify such interLATA traffic to BellSouth, BellSouth will determine which whole Blonder Tongue Telephone NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.. BellSouth shall make appropriate billing adjustments if Blonder Tongue Telephone can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-Bound Traffic.

8.3 Jurisdictional Reporting

8.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU 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 thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. 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 thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's intrastate Access Services Tariff will apply to Blonder Tongue Telephone. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs 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 thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

- 8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where BellSouth has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at BellSouth's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by Blonder Tongue Telephone. In the event that BellSouth opts to utilize its own data to determine jurisdictional reporting factors, BellSouth shall notify Blonder Tongue Telephone at least fifteen (15) days prior to the beginning of the calendar quarter in which BellSouth will begin to utilize its own data.
- 8.3.5 Audits. On thirty (30) days written notice, Blonder Tongue Telephone must provide BellSouth the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. Blonder Tongue Telephone shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by Blonder Tongue Telephone. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by BellSouth. Blonder Tongue Telephone's PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two (2) quarters following the completion of the audit. If, as a result of an audit, Blonder Tongue Telephone is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, Blonder Tongue Telephone shall reimburse BellSouth for the cost of the audit.
- 8.4 Compensation for IntraLATA 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. Blonder Tongue Telephone will pay BellSouth the database query charge as set forth in the applicable BellSouth intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Blonder Tongue Telephone will be responsible for any applicable Common Channel Signaling (SS7) charges.
- 8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.
- 8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). BellSouth's provision of 8XX TFD to Blonder Tongue Telephone requires interconnection from Blonder Tongue Telephone to BellSouth's 8XX Signal Channel Point. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Blonder Tongue Telephone shall establish SS7 interconnection at the BellSouth LSTPs serving the BellSouth 8XX Signal Channel Points that Blonder Tongue Telephone desires to query. The terms

and conditions for 8XX TFD are set out in the appropriate BellSouth Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.5.2 If a BellSouth end user chooses Blonder Tongue Telephone as their presubscribed interexchange carrier, or if a BellSouth end user uses Blonder Tongue Telephone as an interexchange carrier on a 101XXXX basis, BellSouth will charge Blonder Tongue Telephone the appropriate BellSouth tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

8.5.4 When Blonder Tongue Telephone's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Blonder Tongue Telephone as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

8.5.4.1 When Blonder Tongue Telephone's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Blonder Tongue

Telephone, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

8.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

8.5.6 Blonder Tongue Telephone agrees not to deliver switched access traffic to BellSouth for termination except over Blonder Tongue Telephone ordered switched access trunks and facilities.

8.6 Transit Traffic

8.6.1 BellSouth shall provide tandem switching and transport services for Blonder Tongue Telephone's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Blonder Tongue Telephone and Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage in Meet Point Billing with BellSouth shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.6.2 The delivery of traffic that transits the BellSouth network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Blonder Tongue Telephone is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Blonder Tongue Telephone. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Blonder Tongue Telephone shall reimburse BellSouth for such charges or costs.

8.7 For purposes of intercarrier compensation, BellSouth will not be responsible for any compensation associated with the exchange of traffic between Blonder Tongue Telephone and a CLEC utilizing BellSouth switching. Where technically feasible, BellSouth will use commercially reasonable efforts to provide records to Blonder Tongue Telephone to identify those CLECs utilizing BellSouth switching with whom Blonder Tongue Telephone has exchanged traffic. Such traffic shall not be

considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between Blonder Tongue Telephone and the CLEC utilizing BellSouth switching.

8.7.1 Blonder Tongue Telephone is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing BellSouth switching. BellSouth will not be liable for any compensation to the terminating carrier or to Blonder Tongue Telephone. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of such traffic, Blonder Tongue Telephone shall reimburse BellSouth for all such charges or costs.

8.8 Blonder Tongue Telephone shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to BellSouth as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

9 Ordering Charges

9.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.

9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10 Basic 911 and E911 Interconnection

10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

10.2 Basic 911 Interconnection. BellSouth will provide to Blonder Tongue Telephone a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Blonder Tongue Telephone will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by BellSouth. Blonder Tongue Telephone will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, Blonder Tongue Telephone will be required to begin using E911 procedures.

10.3 E911 Interconnection. Blonder Tongue Telephone shall install a minimum of two (2) dedicated trunks originating from its SWC and terminating to the appropriate

E911 tandem. The SWC must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Blonder Tongue Telephone shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Blonder Tongue Telephone will be required to provide BellSouth daily updates to the E911 database. Blonder Tongue Telephone will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Blonder Tongue Telephone will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Blonder Tongue Telephone shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 10.4 Trunks and facilities for 911 Interconnection may be ordered by Blonder Tongue Telephone from BellSouth pursuant to the terms and conditions set forth in this Attachment.
- 10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.

11 SS7 Network Interconnection

- 11.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database queries to Blonder Tongue Telephone's or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

- 11.2 Signaling Call Information. BellSouth and Blonder Tongue Telephone will send and receive ten (10) digits for Local Traffic. Additionally, BellSouth and Blonder Tongue Telephone will exchange the proper call information, (i.e., originated call company number and destination call company number, CIC, and OZZ) including all proper translations for routing between networks and any information necessary for billing.
- 11.3 SS7 Network Interconnection is the interconnection of Blonder Tongue Telephone LSTP switches or Blonder Tongue Telephone local or tandem switching systems with BellSouth STP switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Blonder Tongue Telephone local or tandem switching systems, and other third party switching systems directly connected to the BellSouth SS7 network.
- 11.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Blonder Tongue Telephone or other third party switching systems with A-link access to the BellSouth SS7 network.
- 11.3.2 If traffic is routed based on dialed or translated digits between a Blonder Tongue Telephone local switching system and a BellSouth or other third party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (i.e., Automatic Callback, Automatic Recall, and Screening List Editing) between the Blonder Tongue Telephone LSTP switches and BellSouth or other third party local switch.
- 11.3.3 SS7 Network Interconnection shall provide:
- 11.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 11.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 11.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 11.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Blonder Tongue Telephone local or tandem switching system, SS7 Network Interconnection shall include intermediate

GTT of messages to a gateway pair of Blonder Tongue Telephone LSTPs and shall not include SCCP Subsystem Management of the destination.

- 11.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.
- 11.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 11.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Blonder Tongue Telephone or Blonder Tongue Telephone-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 11.4.1 A-link interface from Blonder Tongue Telephone local or tandem switching systems; and
 - 11.4.2 B-link interface from Blonder Tongue Telephone STPs.
 - 11.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the signaling points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
 - 11.4.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
 - 11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
 - 11.4.6 BellSouth shall set message screening parameters to accept messages from Blonder Tongue Telephone local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Blonder Tongue Telephone switching system has a valid signaling relationship.
- 11.5 Rates. The Parties shall institute a “bill and keep” compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges as set forth in Exhibit A for CCS7 signaling messages associated with Local Traffic. The portion of CCS7 signaling messages utilized for Local Traffic, which are subject to

bill and keep in accordance with this section, shall be determined based upon the application of the applicable signaling factors set forth in BellSouth's Jurisdictional Factors Reporting Guide. The remaining portion of the CCS7 signaling messages, signaling ports, and signaling links, i.e. the portion associated with interstate calls and with intrastate non-local calls, shall be billed in accordance with the applicable BellSouth intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

Exhibit B

Basic Architecture

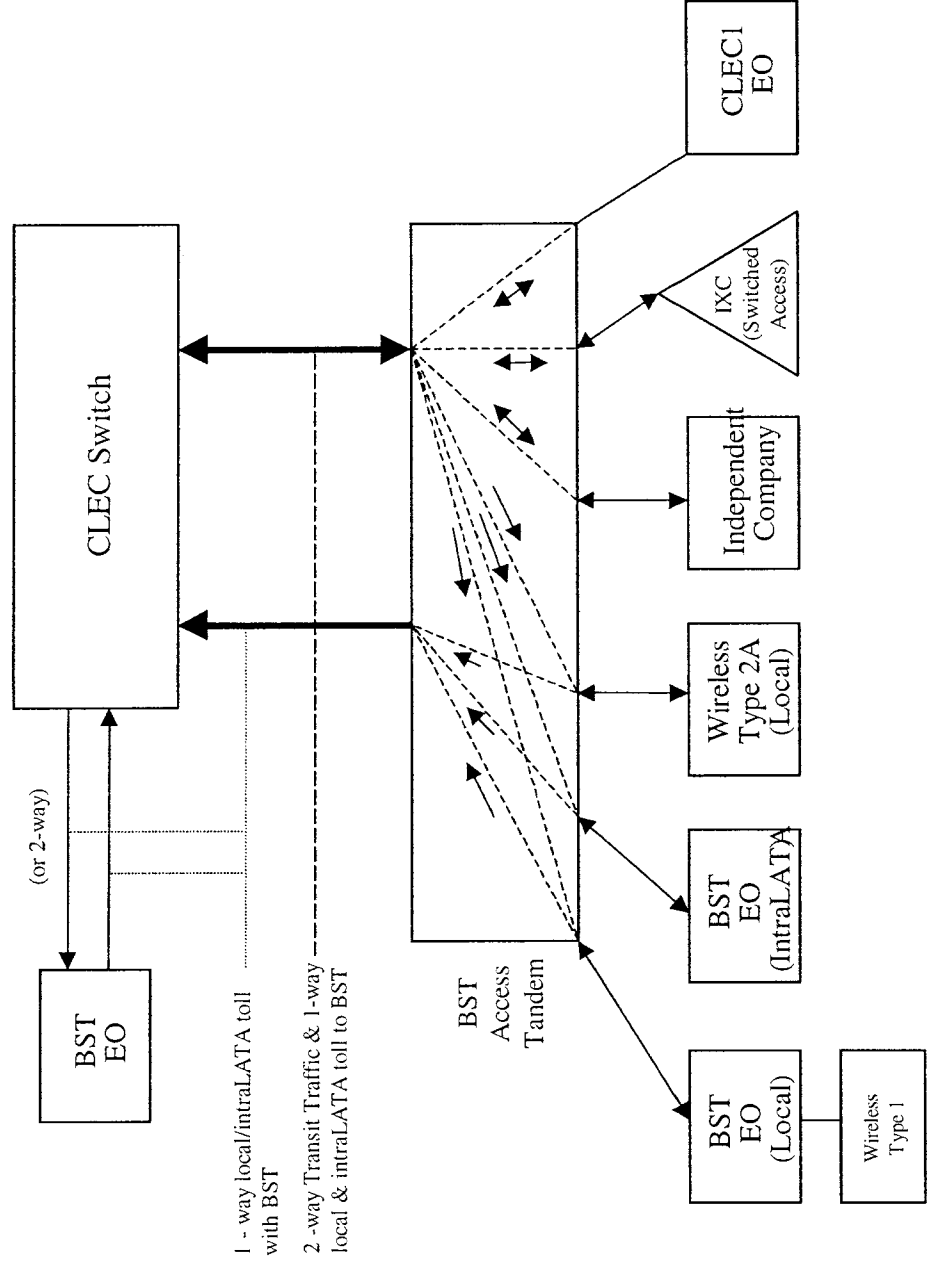


Exhibit C

One-Way Architecture

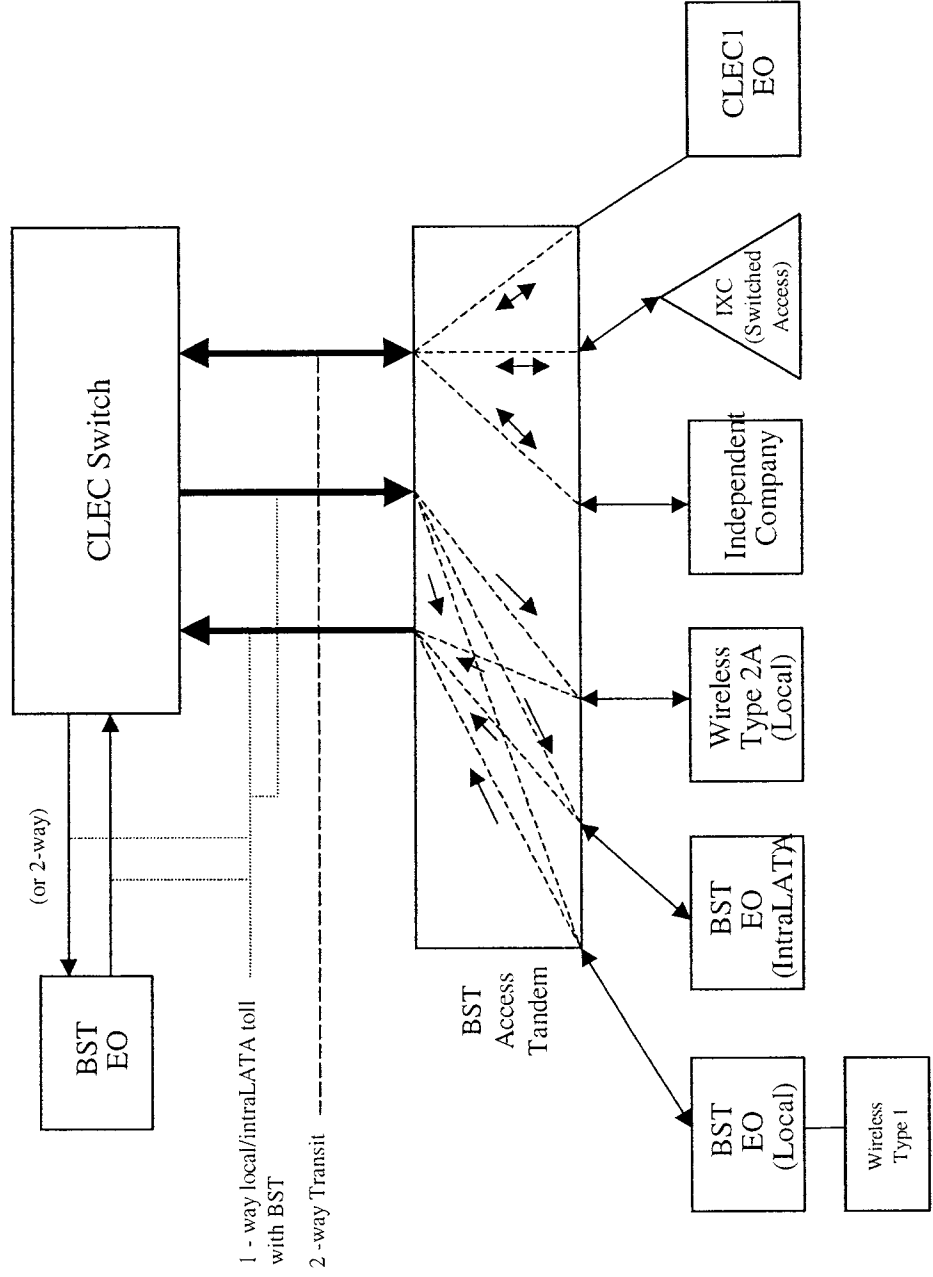


Exhibit D

Two-Way Architecture

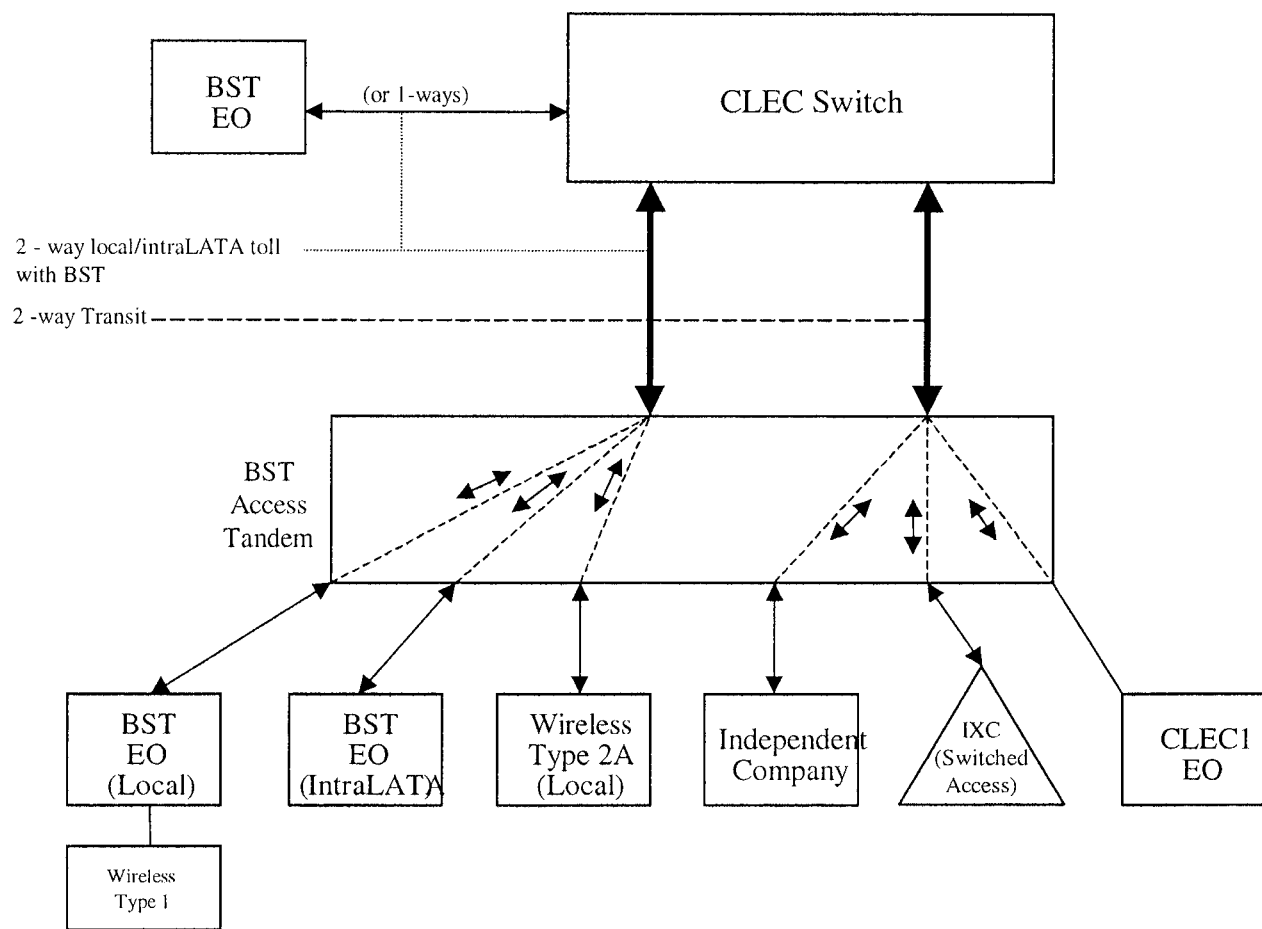
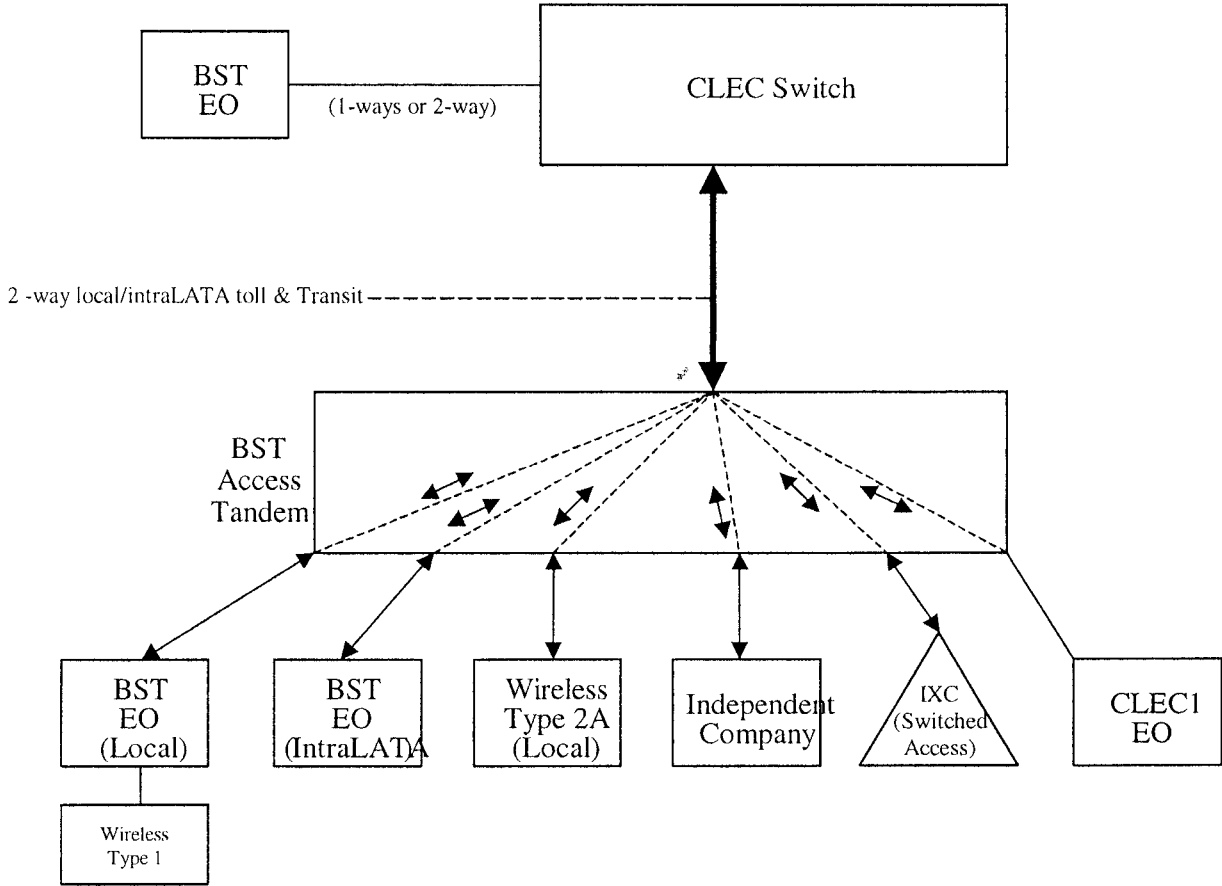


Exhibit E

Supergroup Architecture



| LOCAL INTERCONNECTION - Florida | | | | | | | | | | Attachment: 3 Exh A | | | | | |
|---|---|-------------|------|------------|-------|-------------|---|---|--|--|---|---|---------------|-----------------------|-----------------------|
| CATEGORY | RATE ELEMENTS | Interl m | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l | OSS Rates(\$) | | |
| | | | | | | | | | | | | | Rec | Nonrecurring First | Nonrecurring Add'l |
| LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | | | | | | | | | | | | | | | |
| NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. | | | | | | | | | | | | | | | |
| TANDEM SWITCHING | | | | | | | | | | | | | | | |
| | Tandem Switching Function Per MOU | | | | | 0.0006019bk | | | | | | | | | |
| | Multiple Tandem Switching, per MOU (applies to initial tandem only) | | | | | 0.0008019 | | | | | | | | | |
| | Tandem Intermediary Charge, per MOU* | | | | | 0.0025 | | | | | | | | | |
| * This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges. | | | | | | | | | | | | | | | |
| TRUNK CHARGE | | | | | | | | | | | | | | | |
| | Installation Trunk Side Service - per DS0 | | | OHD | TPP6X | | | 21.73 | | 8.19 | | | | | |
| | Installation Trunk Side Service - per DS0 | | | OHD | TPP9X | | | 21.73 | | 8.19 | | | | | |
| | Dedicated End Office Trunk Port Service-per DS0** | | | OHD | TDEOP | | 0.00 | | | | | | | | |
| | Dedicated End Office Trunk Port Service-per DS1** | | | OH1 OH1MS | TDE1P | | 0.00 | | | | | | | | |
| | Dedicated Tandem Trunk Port Service-per DS0** | | | OHD | TDWOP | | 0.00 | | | | | | | | |
| | Dedicated Tandem Trunk Port Service-per DS1** | | | OH1 OH1MS | TDW1P | | 0.00 | | | | | | | | |
| ** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements | | | | | | | | | | | | | | | |
| COMMON TRANSPORT (Shared) | | | | | | | | | | | | | | | |
| | Common Transport - Per Mile, Per MOU | | | | | 0.0000035bk | | | | | | | | | |
| | Common Transport - Facilities Termination Per MOU | | | | | 0.0004372bk | | | | | | | | | |
| LOCAL INTERCONNECTION (DEDICATED TRANSPORT) | | | | | | | | | | | | | | | |
| INTEROFFICE CHANNEL - DEDICATED TRANSPORT | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month | | | OHM | 1L5NF | 0.0091 | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month | | | OHM | 1L5NF | 25.32 | | 47.35 | | 31.78 | | 18.31 | | 7.03 | |
| | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month | | | OHM | 1L5NK | 0.0091 | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month | | | OHM | 1L5NK | 18.44 | | 47.35 | | 31.78 | | 18.31 | | 7.03 | |
| | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month | | | OHM | 1L5NK | 0.0091 | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month | | | OHM | 1L5NK | 18.44 | | 47.35 | | 31.78 | | 18.31 | | 7.03 | |
| | Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month | | | OH1, OH1MS | 1L5NL | 0.1856 | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month | | | OH1, OH1MS | 1L5NL | 88.44 | | 105.54 | | 98.47 | | 21.47 | | 19.05 | |
| | Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month | | | OH3, OH3MS | 1L5NM | 3.87 | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month | | | OH3, OH3MS | 1L5NM | 1,071.00 | | 335.46 | | 219.28 | | 72.03 | | 70.56 | |
| LOCAL CHANNEL - DEDICATED TRANSPORT | | | | | | | | | | | | | | | |
| | Local Channel - Dedicated - 2-Wire Voice Grade per month | | | OHM | TEFV2 | 19.66 | | 265.84 | | 46.97 | | 37.63 | | 4.00 | |
| | Local Channel - Dedicated - 4-Wire Voice Grade per month | | | OHM | TEFV4 | 20.45 | | 266.54 | | 47.67 | | 44.22 | | 5.33 | |
| | Local Channel - Dedicated - DS1 per month | | | OH1 | TEFHG | 36.49 | | 216.65 | | 183.54 | | 24.30 | | 16.95 | |
| | Local Channel - Dedicated - DS3 Facility Termination per month | | | OH3 | TEFHJ | 531.91 | | 556.37 | | 343.01 | | 139.13 | | 96.84 | |
| LOCAL INTERCONNECTION MID-SPAN MEET | | | | | | | | | | | | | | | |
| | Local Channel - Dedicated - DS1 per month | | | OH1MS | TEFHG | 0.00 | | 0.00 | | | | | | | |
| | Local Channel - Dedicated - DS3 per month | | | OH3MS | TEFHJ | 0.00 | | 0.00 | | | | | | | |
| MULTIPLEXERS | | | | | | | | | | | | | | | |
| | Channelization - DS1 to DS0 Channel System | | | OH1, OH1MS | SATN1 | 146.77 | | 101.42 | | 71.62 | | 11.09 | | 10.49 | |
| | DS3 to DS1 Channel System per month | | | OH3, OH3MS | SATNS | 211.19 | | 199.28 | | 118.64 | | 40.34 | | 39.07 | |
| | DS3 Interface Unit (DS1 COCL) per month | | | OH1, OH1MS | SATCO | 13.76 | | 10.07 | | 7.08 | | | | | |
| Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff. | | | | | | | | | | | | | | | |
| SIGNALING (CCS7) | | | | | | | | | | | | | | | |
| NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. | | | | | | | | | | | | | | | |
| | CCS7 Signaling Termination, Per STP Port | | | UDB | PT8SX | 135.05 | | | | | | | | | |

| LOCAL INTERCONNECTION - Florida | | | | | | | | | | | Attachment: 3 Exh A | | | | | | | |
|---------------------------------|---|---------|------|-----|-------|-------------|----------------------------------|--------------------------------------|--|--|---|---|-------|--------------|-------|-------------------------|--|---------------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates(\$) |
| | | | | | | First | Add'l | First | Add'l | SOMEc | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | | | |
| | CCS7 Signaling Usage, Per TCAP Message | | | | | 0.0000607 | | | | | | | | | | | | |
| | CCS7 Signaling Connection, Per DS1 level link (A link) | | | UDB | TPP6A | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | | | |
| | CCS7 Signaling Connection, Per DS3 level link (A link) | | | UDB | TPP9A | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | | | |
| | CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link) | | | UDB | TPP6B | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | | | |
| | CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link) | | | UDB | TPP9B | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | | | |
| | CCS7 Signaling Usage, Per ISUP Message | | | | | 0.0000152bk | | | | | | | | | | | | |
| | CCS7 Signaling Usage Surrogate, per link per LATA | | | UDB | STU56 | 694.32bk | | | | | | | | | | | | |
| | CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected | | | UDB | CCAPO | | 46.03 | 46.03 | 46.03 | 46.03 | | | | | | | | |
| | CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected | | | UDB | CCAPD | | | | | | | | | | | | | |
| | CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling | | | UDB | TPP6X | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | | | |
| | CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling | | | UDB | TPP9X | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | | | |

Attachment 4
BellSouth Collocation

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BELLSOUTH COLLOCATION

1. Scope of Attachment

1.1 BellSouth Premises

1.1.1 The rates, terms and conditions contained within this Attachment shall only apply when Blonder Tongue Telephone is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment includes BellSouth Central Offices, and Remote Terminals (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. Where not specified, the language in this Attachment applies to both Central Office and Remote Site Collocation.

1.1.2 Third Party Property. If the BellSouth Premises, or the property on which it is located, is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies Blonder Tongue Telephone that BellSouth’s agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon Blonder Tongue Telephone’s request, BellSouth will use commercially reasonable efforts to obtain the owner’s consent and to otherwise secure such rights for Blonder Tongue Telephone. Blonder Tongue Telephone agrees to reimburse BellSouth for all costs incurred by BellSouth in obtaining such rights for Blonder Tongue Telephone. In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, is unable to secure such access and use rights for Blonder Tongue Telephone, Blonder Tongue Telephone shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Blonder Tongue Telephone in obtaining such permission.

1.2 Right to Occupy

1.2.1 BellSouth shall offer to Blonder Tongue Telephone collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Blonder Tongue Telephone to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Blonder Tongue Telephone and agreed to by BellSouth (hereinafter “Collocation Space”). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future

use on more preferential terms than those set forth in this Attachment.

- 1.2.2.1 In all states other than Florida, the size specified by Blonder Tongue Telephone may contemplate a request for space sufficient to accommodate Blonder Tongue Telephone's growth within a twenty-four (24) month period.
- 1.2.2.2 In the state of Florida, the size specified by Blonder Tongue Telephone may contemplate a request for space sufficient to accommodate Blonder Tongue Telephone's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign Blonder Tongue Telephone Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate Blonder Tongue Telephone's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase Blonder Tongue Telephone's cost or materially delay Blonder Tongue Telephone's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Blonder Tongue Telephone wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Transfer of Collocation Space
 - 1.4.1 Blonder Tongue Telephone shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the BellSouth Premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) Blonder Tongue Telephone has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Blonder Tongue Telephone's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.
 - 1.4.2 The responsibilities of Blonder Tongue Telephone shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection

agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and Blonder Tongue Telephone.

- 1.4.3 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.
- 1.5 Space Reclamation
- 1.5.1 In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. Blonder Tongue Telephone will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5.2 BellSouth may reclaim unused Collocation Space when a BellSouth Premises is at, or near, space exhaustion and Blonder Tongue Telephone cannot demonstrate that Blonder Tongue Telephone will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to Blonder Tongue Telephone requesting that Blonder Tongue Telephone release non-utilized Collocation Space to BellSouth, when one hundred percent (100%) of the Collocation Space in Blonder Tongue Telephone's collocation arrangement is not being utilized.
- 1.5.3 Within twenty (20) days of receipt of written notification from BellSouth, Blonder Tongue Telephone shall either: (1) return the non-utilized Collocation Space to BellSouth in which case Blonder Tongue Telephone shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date Blonder Tongue Telephone accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, Blonder Tongue Telephone shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.
- 1.5.4 Disputes concerning BellSouth's claim of space exhaust, or near exhaust, or Blonder Tongue Telephone's refusal to return requested Collocation Space should be resolved by BellSouth and Blonder Tongue Telephone pursuant to the dispute resolution language contained in the General Terms and Conditions.
- 1.6 Use of Space. Blonder Tongue Telephone may only place in the Collocation Space equipment necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to Blonder Tongue Telephone may

not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for Blonder Tongue Telephone's employees or certified suppliers.

- 1.7 Rates and Charges. Blonder Tongue Telephone agrees to pay the rates and charges identified in Exhibit B.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2 Optional Reports

- 2.1 Space Availability Report. Upon request from Blonder Tongue Telephone and at Blonder Tongue Telephone's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by Blonder Tongue Telephone.
- 2.1.1 The request from Blonder Tongue Telephone for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and the CLLI code for the BellSouth Premises requested. CLLI code information is located in the NECA Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request.
- 2.1.3 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth Region, shall be negotiated between the Parties.
- 2.2 Remote Terminal Information. Upon request, BellSouth will provide Blonder

Tongue Telephone with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

- 2.2.1 BellSouth will provide this information within thirty (30) days of a Blonder Tongue Telephone request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; and (ii) the information will only be provided for each serving wire center designated by Blonder Tongue Telephone, up to a maximum of thirty (30) wire centers per Blonder Tongue Telephone request per month per state. BellSouth will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time BellSouth sends the CD.

3 Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow Blonder Tongue Telephone to collocate Blonder Tongue Telephone's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Blonder Tongue Telephone to have direct access to Blonder Tongue Telephone's equipment and facilities in accordance with Section 5.1.2 below. BellSouth shall make cageless collocation available in single bay increments. Except where Blonder Tongue Telephone's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Blonder Tongue Telephone must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation

- 3.2.1 BellSouth will make caged Collocation Space in Central Offices available in fifty (50) square foot increments. At Blonder Tongue Telephone's option and expense, Blonder Tongue Telephone will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Blonder Tongue Telephone and Blonder Tongue Telephone's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Blonder Tongue Telephone's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Blonder Tongue Telephone's expense, documentation, which may include existing building architectural drawings, enclosure drawings,

specifications, etc., necessary for Blonder Tongue Telephone's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Blonder Tongue Telephone's BellSouth Certified Supplier shall bill Blonder Tongue Telephone directly for all work performed for Blonder Tongue Telephone. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Blonder Tongue Telephone's BellSouth Certified Supplier. Blonder Tongue Telephone must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Blonder Tongue Telephone's locked enclosure prior to notifying Blonder Tongue Telephone at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Blonder Tongue Telephone's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Blonder Tongue Telephone.

3.2.2

In the event Blonder Tongue Telephone's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review Blonder Tongue Telephone's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Blonder Tongue Telephone of its desire to conduct this review in BellSouth's Application Response, as defined herein, to Blonder Tongue Telephone's Initial Application. If Blonder Tongue Telephone's Initial Application does not indicate its desire to construct its own enclosure and Blonder Tongue Telephone subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Blonder Tongue Telephone will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Blonder Tongue Telephone subsequently decides construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, Blonder Tongue Telephone will submit a Subsequent Application, as defined in Section 6.2 below. If BellSouth elects to review Blonder Tongue Telephone's plans and specifications, then BellSouth will provide notification to Blonder Tongue Telephone within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Blonder Tongue Telephone's plans and specifications. Regardless of whether or not BellSouth elects to review Blonder Tongue Telephone's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Blonder Tongue Telephone's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Blonder Tongue Telephone's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of Blonder Tongue Telephone's caged Collocation Space, BellSouth shall require Blonder Tongue Telephone, at Blonder Tongue Telephone's expense, to remove or correct any structure that does not meet

Blonder Tongue Telephone's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

3.3.1 Blonder Tongue Telephone may allow other telecommunications carriers to share Blonder Tongue Telephone's caged Collocation Space, pursuant to the terms and conditions agreed to by Blonder Tongue Telephone (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Blonder Tongue Telephone. BellSouth shall be notified in writing by Blonder Tongue Telephone upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Blonder Tongue Telephone that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Blonder Tongue Telephone. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and Blonder Tongue Telephone.

3.3.2 Blonder Tongue Telephone, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Blonder Tongue Telephone with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Blonder Tongue Telephone shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.

3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.4 Blonder Tongue Telephone shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Blonder Tongue Telephone's Guest(s) in the Collocation

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Attachment 2 - Network Elements and Other Services

Attachment 3 - Network Interconnection

Attachment 4 - Collocation

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Attachment 7 - Billing

Attachment 8 - Rights-of-Way, Conduits and Pole Attachments

Attachment 9 - Performance Measurements

Attachment 10- BellSouth Disaster Recovery Plan

Attachment 11–Bona Fide Request and New Business Request Process

**AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Blonder Tongue Telephone, LLC (Blonder Tongue Telephone), a New Jersey corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Blonder Tongue Telephone or both as a “Party” or “Parties.”

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Florida; and

WHEREAS, Blonder Tongue Telephone is or seeks to become a CLEC authorized to provide telecommunications services in the states of Florida; and

WHEREAS, pursuant to Sections 251 and 252 of the Act; Blonder Tongue Telephone wishes to purchase certain services from BellSouth; and

WHEREAS, Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

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

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 ten percent (10%).

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.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

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.).

1. CLEC Certification

- 1.1 Blonder Tongue Telephone agrees to provide BellSouth in writing Blonder Tongue Telephone's CLEC certification from the Commission for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval. Additionally, Blonder Tongue Telephone shall provide to BellSouth an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.
- 1.2 To the extent Blonder Tongue Telephone is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Blonder Tongue Telephone may not purchase services hereunder in that state. Blonder Tongue Telephone will notify BellSouth in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, BellSouth will file this Agreement in that state, and Blonder Tongue Telephone may purchase services pursuant to this Agreement in that state, subject to establishing appropriate accounts in the additional state as described in Attachment 7.
- 1.3 Should Blonder Tongue Telephone's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, suspend or terminate this Agreement immediately and all monies owed on all outstanding invoices for services provided in that state shall become due, or BellSouth may refuse to

provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. Blonder Tongue Telephone shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2. Term of the Agreement

- 2.1 The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Florida. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of the initial term of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. § 252.
- 2.3.1 Blonder Tongue Telephone may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to Blonder Tongue Telephone. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Blonder Tongue Telephone pursuant to the rates, terms and conditions set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

2.3.2 Notwithstanding Section 2.2 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.

2.4 If, at any time during the term of this Agreement, BellSouth is unable to contact Blonder Tongue Telephone pursuant to the Notices provision hereof or any other contact information provided by Blonder Tongue Telephone under this Agreement, and there are no active services being provisioned under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to Blonder Tongue Telephone pursuant to the Notices section hereof.

2.5 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due. In such event, Blonder Tongue Telephone is solely responsible for notifying its customers of any discontinuance of service.

3. Nondiscriminatory Access

When Blonder Tongue Telephone purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to customers, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to others, including its customers. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Blonder Tongue Telephone shall be at least equal to that which BellSouth provides to itself and shall be the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of BellSouth and the network of Blonder Tongue Telephone shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's customers and service quality as perceived by Blonder Tongue Telephone.

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

- 4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for Blonder Tongue Telephone, or, if applicable under this Agreement, switching, 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 Blonder Tongue Telephone customers. 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 Blonder Tongue Telephone customers for the same length of time it maintains such information for its own customers.
- 4.2 Subpoenas Directed to Blonder Tongue Telephone. Where BellSouth is providing resold services to Blonder Tongue Telephone, or, if applicable under this Agreement, switching, then Blonder Tongue Telephone agrees that in those cases where Blonder Tongue Telephone receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Blonder Tongue Telephone customers, and where Blonder Tongue Telephone does not have the requested information, Blonder Tongue Telephone will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with Section 4.1 above.
- 4.3 In all other instances, where either Party receives a request for information involving the other Party's customer, 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 Blonder Tongue Telephone Liability. In the event that Blonder Tongue Telephone consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using Blonder Tongue Telephone's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of Blonder Tongue Telephone under this Agreement.
- 5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Blonder Tongue Telephone for any act or omission of another entity providing any services to Blonder Tongue Telephone.
- 5.3 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to Blonder Tongue Telephone pursuant to Attachment 9 hereof

shall be credited against any damages otherwise payable to Blonder Tongue Telephone pursuant to this Agreement.

- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers 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 customer 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, except to the extent caused by the other Party's gross negligence or willful misconduct, 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.
- 5.3.2 Neither BellSouth nor Blonder Tongue Telephone shall be liable for damages to the other Party's terminal location, equipment or customer 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.
- 5.3.3 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.
- 5.3.4 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. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, 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 Party'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 Party's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

- 5.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, 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. Except as expressly set forth in Section 6.2 below, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.
- 6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable 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. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. 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 Intellectual Property Remedies

6.3.1 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 solely on such claims in accordance with Section 5 above.

6.3.2 Claim of Infringement

6.3.2.1 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, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

6.3.2.2 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

6.3.2.3 obtain a license sufficient to allow such use to continue.

6.3.2.4 In the event Sections 6.3.2.2 or 6.3.2.3 above 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.

6.3.3 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 would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

6.3.4 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.

6.3.5 Dispute Resolution. Any claim arising under Sections 6.1 and 6.2 above shall be excluded from the dispute resolution procedures set forth in Section 8 below and shall be brought in a court of competent jurisdiction.

7 **Proprietary and Confidential Information**

7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Blonder Tongue Telephone, 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, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

7.2 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 Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

7.3 Exceptions

7.3.1 Recipient will not have an obligation to protect any portion of the Information which:

7.3.2 (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.

7.4 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 agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC 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.

- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing 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.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8 **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, if it elects to pursue resolution of the dispute, 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.

9 **Taxes**

- 9.1 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 any taxes levied on income.
- 9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party
- 9.2.1 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.
- 9.2.2 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.

- 9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party
- 9.3.1 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.
- 9.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown 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.
- 9.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not applicable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be applicable, 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.
- 9.3.4 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. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.3.5 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.
- 9.3.6 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.

- 9.3.7 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; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 9.4.1 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.
- 9.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown 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.
- 9.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application of or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 9.4.4 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. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.

- 9.4.5 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, including any interest and penalties thereon.
- 9.4.6 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 charges or payable expenses (including reasonable attorneys' 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.
- 9.4.7 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; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.

9.5 Additional Provisions Applicable to All Taxes and Fees

- 9.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 9.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of tax or fee before a regulatory authority.

10 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 Blonder Tongue Telephone, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected 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. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

11 Adoption of Agreements

Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Blonder Tongue Telephone any entire interconnection agreement filed and approved pursuant to 47 U.S.C. § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

- 12.1 If Blonder Tongue Telephone 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 Blonder Tongue Telephone to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, Blonder Tongue Telephone shall provide BellSouth with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), BellSouth's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.
- 12.2 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.
- 12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Blonder Tongue Telephone or BellSouth to perform any material terms of this Agreement, Blonder Tongue Telephone 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 forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the dispute resolution process set forth in Section 8 above.

13 Legal Rights

Execution of this Agreement by either Party does not confirm or imply 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).

14 Indivisibility

Subject to Section 15 below, the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement as set forth in Attachment 4. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

15 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8 above.

16 Non-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

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

18 Assignments and Transfers

- 18.1 Any assignment by either Party to any 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. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that Blonder Tongue Telephone is entitled to provide Telecommunications Service. After BellSouth's consent, 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. Notwithstanding anything to the contrary in this Section, Blonder Tongue Telephone shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) Blonder Tongue Telephone pays all bills, past due and current, under this Agreement, or (2) Blonder Tongue Telephone's assignee expressly assumes liability for payment of such bills.
- 18.2 In the event that Blonder Tongue Telephone desires to transfer any services hereunder to another provider of Telecommunications Service, or Blonder Tongue Telephone desires to assume hereunder any services provisioned by BellSouth to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

19 Notices

- 19.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Blonder Tongue Telephone, LLC

Dana Wichert
1809 N. Black Horse Pike
Williamstown, NJ 08094
(856) 629-4138 x139
dana@gobroadstar.com

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 above, BellSouth will post to BellSouth's Interconnection Web site changes to business processes and policies and shall post to BellSouth's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to 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 in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23 Filing of Agreement

This Agreement, and any amendments hereto, shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, or as otherwise required by the state and the Parties shall share equally in any applicable fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Blonder Tongue Telephone is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24 Compliance with Law

Version: 2Q06 Standard ICA
06/13/06

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

25 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.

26 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.

27. Rates

27.1 Blonder Tongue Telephone shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill Blonder Tongue Telephone for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to Blonder Tongue Telephone's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 7 hereof, BellSouth shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;
- Charges incorrectly billed due to erroneous information supplied by the non-billing Party.

- Charges for which a regulatory body has granted the billing Party the authority to back bill beyond twelve (12) months.

27.2 To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.

27.3 To the extent Blonder Tongue Telephone requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement, unless the Parties agree to amend this Agreement to include such service prospectively.

28 Rate True-Up

28.1 This section applies to rates that are expressly subject to true-up.

28.2 The rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.

28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Blonder Tongue Telephone specifically or upon all carriers generally, such as a generic cost proceeding.

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

30.1 This Agreement means the General Terms and Conditions, the Attachments hereto and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions

between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Blonder Tongue Telephone acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. 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.

- 30.2 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned; provided, however, that in any state where certain BellSouth services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which BellSouth provides such services as a result of detariffing or deregulation.

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

BellSouth Telecommunications, Inc.

Blonder Tongue Telephone, LLC

By: 

By: 

Name: Kristen E. Shore

Name: Dana Wickert

Title: Director

Title: Vice President

Date: 8/31/06

Date: 8/22/06

Attachment 1

Resale

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RESALE

1. Discount Rates

1.1 The discounts rates applied to Blonder Tongue Telephone's purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

1.2 The Telecommunications Services available for purchase by Blonder Tongue Telephone for the purposes of resale to Blonder Tongue Telephone's customers shall be available at BellSouth's tariffed rates less the discount reflected in Exhibit D and subject to the exclusions and limitations in Exhibit A.

2. Definition of Terms

For purposes of this Attachment only, the following terms shall have the definitions as set forth below:

2.1 Customer of Record means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as nonrecurring, monthly recurring, toll, directory assistance, etc.

2.2 End User Customer Location means the physical location of the premises where a customer makes use of the Telecommunications Services.

2.3 New Services means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.4 Resale means an activity wherein a certificated CLEC, such as Blonder Tongue Telephone, subscribes to the retail Telecommunications Services of BellSouth and then offers those retail Telecommunications Services to the public.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail Telecommunications Services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to Blonder Tongue Telephone for resale those Telecommunications Services BellSouth makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff, to customers who are not Telecommunications carriers.

3.1.1 When Blonder Tongue Telephone provides Resale service in a cross boundary area (customer is physically located in a particular state and is served by a central office in an adjoining state) the rates, regulations and discounts for the state in which the serving central office is located will apply. Billing will be from the state in which the customer is located.

- 3.2 Blonder Tongue Telephone as a reseller of Lifeline and Link-Up Services hereby certifies that it has and will comply with the FCC requirements governing the Lifeline and Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b). This includes the requirements set forth in BellSouth's GSST, Sections A3.31 and A4.7.
- 3.2.1 Blonder Tongue Telephone shall maintain records to document FCC or applicable state eligibility and verification records to document compliance governing the Lifeline/Link-Up programs for the three (3) full preceding calendar years, and Blonder Tongue Telephone shall provide such documentation to the FCC or its Administrator upon request.
- 3.2.2 In Tennessee, if Blonder Tongue Telephone does not resell Lifeline service to any end users, and if Blonder Tongue Telephone agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's GSST, the discount shall be twenty-one point fifty-six percent (21.56%).
- 3.2.2.1 In the event Blonder Tongue Telephone resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the sixteen percent (16%) discount rate to all services. Upon Blonder Tongue Telephone and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate OCN is established for billing of Lifeline service end users, the discount shall be applied as set forth in Section 3.2.2 above for the non-Lifeline affected Master Account (Q-account).
- 3.2.2.2 Blonder Tongue Telephone must provide written notification to BellSouth within thirty (30) days prior to either providing its own operator services/directory services or ordering the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of twenty-one point fifty-six percent (21.56%).
- 3.3 Blonder Tongue Telephone may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.3.1 Blonder Tongue Telephone must resell services to other end users.
 - 3.3.2 Blonder Tongue Telephone cannot be a CLEC for the single purpose of selling to itself.
 - 3.3.3 Blonder Tongue Telephone will be the Customer of Record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Blonder Tongue Telephone for said services.
- 3.4 Blonder Tongue Telephone will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the customer except to the extent provided for herein.
- 3.5 BellSouth will continue to bill the customer for any services that the customer specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any customer within the service area of Blonder Tongue Telephone. BellSouth will continue to market directly its own

Telecommunications products and services and in doing so may establish independent relationships with customers of Blonder Tongue Telephone. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- 3.5.1 BellSouth will accept a request from another CLEC for conversion of the customer's service from Blonder Tongue Telephone to such other CLEC. Upon completion of the conversion BellSouth will notify Blonder Tongue Telephone that such conversion has been completed.
- 3.5.2 When a customer of Blonder Tongue Telephone or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the customer's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the customer's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.3 BellSouth and Blonder Tongue Telephone will refrain from contacting an customer who has placed or whose selected carrier has placed on the customer's behalf an order to change the customer's service provider from BellSouth or Blonder Tongue Telephone to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the customer and are assigned to the service furnished. However, neither Party nor the customer has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.8 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.9 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.10 If Blonder Tongue Telephone or its customers utilize a BellSouth resold Telecommunications Service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs Blonder Tongue Telephone has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.11 Facilities and/or equipment utilized by BellSouth to provide service to Blonder Tongue Telephone remain the property of BellSouth.
- 3.12 Service Ordering and Operations Support Systems (OSS)

- 3.12.1 Blonder Tongue Telephone must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. Blonder Tongue Telephone may submit a Local Service Request (LSR) electronically as set forth in Attachment 6. Service orders will be in a standard format designated by BellSouth.
- 3.12.2 BellSouth messaging services set forth in BellSouth's Messaging Service Re-Seller Information Package shall be made available for resale without the wholesale discount.
- 3.13 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.14 In the event Blonder Tongue Telephone acquires a customer whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Blonder Tongue Telephone that Special Assembly at the wholesale discount at Blonder Tongue Telephone's option. Blonder Tongue Telephone shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.15 BellSouth shall provide 911/E911 for Blonder Tongue Telephone customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Blonder Tongue Telephone customer information to the Public Safety Answering Point (PSAP). BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Blonder Tongue Telephone customer information in the Automatic Location Identification/Data Management System (ALI/DMS) databases used to support 911/E911 services.
- 3.16 Pursuant to 47 C.F.R. § 51.617, BellSouth shall bill to Blonder Tongue Telephone, and Blonder Tongue Telephone shall pay, the End User Common Line (EUCL) charges identical to the EUCL charges BellSouth bills its customers.

4 BellSouth's Provision of Services to Blonder Tongue Telephone

- 4.1 Resale of BellSouth services shall be as follows:
 - 4.1.1 The resale of Telecommunications Services shall be limited to users and uses conforming to the class of service restrictions.
 - 4.1.2 Hotel and Hospital PBX services are the only Telecommunications Services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's GSST Section A23, Shared Tenant Service Section in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
 - 4.1.3 BellSouth reserves the right to periodically audit services purchased by Blonder

Tongue Telephone to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Blonder Tongue Telephone shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Blonder Tongue Telephone for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions.

- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual customer of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 If Blonder Tongue Telephone cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's GSST and Private Line Services Tariffs.
- 4.4 Service Jointly Provisioned with an Independent Company or CLEC
- 4.4.1 BellSouth will in some instances provision resold services in accordance with BellSouth's GSST and Private Line Tariffs jointly with an Independent Company (ICO) or other CLEC.
- 4.4.2 When Blonder Tongue Telephone assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.4.3 Service terminating in an ICO or other CLEC area will be provisioned and billed by the ICO or other CLEC directly to Blonder Tongue Telephone.
- 4.4.4 Blonder Tongue Telephone must establish a billing arrangement with the ICO or other CLEC prior to assuming a customer account where such circumstances apply.
- 4.4.5 Specific guidelines regarding such services are available on the BellSouth Interconnection Web site.
- 5. Maintenance of Services**
- 5.1 Services resold pursuant to this Attachment and BellSouth's GSST and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 Blonder Tongue Telephone or its customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 Blonder Tongue Telephone accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 Blonder Tongue Telephone will contact the appropriate repair centers in accordance with procedures established by BellSouth.

- 5.5 For all repair requests, Blonder Tongue Telephone shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth reserves the right to contact Blonder Tongue Telephone's customers, if deemed necessary, for maintenance purposes.
- 6. Discontinuance of Service**
- 6.1 The procedures for discontinuing service to a customer are as follows:
- 6.1.1 BellSouth will deny service to Blonder Tongue Telephone's customer on behalf of, and at the request of, Blonder Tongue Telephone. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of Blonder Tongue Telephone.
- 6.1.2 At the request of Blonder Tongue Telephone, BellSouth will disconnect a Blonder Tongue Telephone customer.
- 6.1.3 All requests by Blonder Tongue Telephone for denial or disconnection of a customer for nonpayment must be in writing.
- 6.1.4 Blonder Tongue Telephone will be made solely responsible for notifying the customer of the proposed disconnection of the service.
- 6.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Blonder Tongue Telephone when it is determined that annoyance calls are originated from one of its customer's locations. BellSouth shall be indemnified, defended and held harmless by Blonder Tongue Telephone and/or the customer against any claim, loss or damage arising from providing this information to Blonder Tongue Telephone. It is the responsibility of Blonder Tongue Telephone to take the corrective action necessary with its customer who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the customer's service.)
- 7. White Pages Listings**
- 7.1 BellSouth shall provide Blonder Tongue Telephone and its end users access to white pages directory listings under the following terms:
- 7.1.1 Listings. Blonder Tongue Telephone shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Blonder Tongue Telephone residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Blonder Tongue Telephone and BellSouth customers. Blonder Tongue Telephone shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.1.2 Unlisted/Non-Published Customers. Blonder Tongue Telephone will be required to provide to BellSouth the names, addresses and telephone numbers of all Blonder Tongue Telephone customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in

BellSouth's GSST and shall not be subject to the wholesale discount.

- 7.1.3 Inclusion of Blonder Tongue Telephone Customers in Directory Assistance Database. BellSouth will include and maintain Blonder Tongue Telephone customer listings in BellSouth's Directory Assistance databases. Blonder Tongue Telephone shall provide such Directory Assistance listings to BellSouth at no charge.
- 7.1.4 Listing Information Confidentiality. BellSouth will afford Blonder Tongue Telephone's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as Blonder Tongue Telephone provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to Blonder Tongue Telephone one (1) basic White Pages directory listing per Blonder Tongue Telephone customer at no charge other than the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.
- 7.2 Directories. BellSouth or its agent shall make available White Pages directories to Blonder Tongue Telephone customer at no charge or as specified in a separate agreement between Blonder Tongue Telephone and BellSouth's agent.
- 7.3 Procedures for submitting Blonder Tongue Telephone Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.3.1 Blonder Tongue Telephone authorizes BellSouth to release all Blonder Tongue Telephone SLI provided to BellSouth by Blonder Tongue Telephone to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS) in BellSouth's GSST. Such Blonder Tongue Telephone SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to Blonder Tongue Telephone for BellSouth's receipt of Blonder Tongue Telephone's SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Blonder Tongue Telephone's SLI, or costs on an ongoing basis to administer the release of Blonder Tongue Telephone's SLI, Blonder Tongue Telephone shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Blonder Tongue Telephone's SLI, Blonder Tongue Telephone will be notified. If Blonder Tongue Telephone does not wish to pay its proportionate share of these reasonable costs, Blonder Tongue Telephone may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Blonder Tongue Telephone shall amend this Agreement

accordingly. Blonder Tongue Telephone will be liable for all costs incurred until the effective date of the amendment.

7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Blonder Tongue Telephone under this Agreement. Blonder Tongue Telephone shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's Tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Blonder Tongue Telephone listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Blonder Tongue Telephone any complaints received by BellSouth relating to the accuracy or quality of Blonder Tongue Telephone listings.

7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

8. Operator Services (Operator Call Processing and Directory Assistance)

8.1 Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls); (2) operator or automated assistance for billing after the customer has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and operator-assisted Directory Assistance (DA).

8.2 Upon request for BellSouth OCP, BellSouth shall:

8.2.1 Process 0+ and 0- dialed local calls.

8.2.2 Process 0+ and 0- intraLATA toll calls.

8.2.3 Process calls that are billed to Blonder Tongue Telephone customer's calling card that can be validated by BellSouth.

8.2.4 Process person-to-person calls.

8.2.5 Process collect calls.

8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.

8.2.7 Process station-to-station calls.

8.2.8 Process Busy Line Verify and ELI requests.

8.2.9 Process emergency call trace originated by PSAP.

8.2.10 Process operator-assisted DA calls.

8.2.11 Adhere to equal access requirements, providing Blonder Tongue Telephone local customer the same IXC access that BellSouth provides its own operator service (OS).

- 8.2.12 Exercise at least the same level of fraud control in providing OS to Blonder Tongue Telephone that BellSouth provides for its own OS.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by Blonder Tongue Telephone.
- 8.3 Upon Blonder Tongue Telephone's request BellSouth shall provide call records to Blonder Tongue Telephone in accordance with Optional Daily Usage File (ODUF) standards.
- 8.4 The interface requirements shall conform to the interface specifications for the platform used to provide OS as long as the interface conforms to industry standards.
- 8.5 DA Service
- 8.5.1 DA Service provides local and non-local customer telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 8.5.2 DA Service shall provide up to two (2) listing requests per call, if available and if requested by Blonder Tongue Telephone's customer. BellSouth shall provide caller-optional DA call completion service at rates set forth in BellSouth's GSST to one of the provided listings.
- 8.6 DA Service Updates. BellSouth shall update customer listings changes daily. These changes include:
- 8.6.1 New customer connections;
- 8.6.2 Customer disconnections;
- 8.6.3 Customer address changes; and
- 8.6.4 Non-listed and non-published numbers for use in emergencies.
- 9. Branding for Wholesale OCP and DA**
- 9.1 BellSouth's branding feature provides a definable announcement to Blonder Tongue Telephone's customers using BellSouth's DA/OCP prior to placing such customers in queue or connecting them to an available operator or automated operator system. This feature allows Blonder Tongue Telephone to have its calls custom branded with Blonder Tongue Telephone's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D.
- 9.2 BellSouth offers three (3) branding options to Blonder Tongue Telephone when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 9.3 Blonder Tongue Telephone's order for Custom Branding is considered firm ten (10) business days after BellSouth's receipt of the order. Blonder Tongue Telephone may cancel its order more than ten (10) business days after BellSouth's

receipt of the order. Blonder Tongue Telephone shall notify BellSouth in writing and shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), Blonder Tongue Telephone must contact its Local Contract Manager to initiate the order via the OLNS Branding Order form.

- 9.4 Branding via OLNS
 - 9.4.1 BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, Blonder Tongue Telephone shall not be required to purchase dedicated trunking.
 - 9.4.2 BellSouth Branding is the default branding offering.
 - 9.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, Blonder Tongue Telephone must have its OCN(s) and telephone numbers reside in BellSouth's Line Information Database (LIDB). To implement Unbranding and Custom Branding via OLNS software, Blonder Tongue Telephone must submit a manual order form which requires, among other things, Blonder Tongue Telephone's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth Traffic Operator Position System (TOPS) during the peak busy hour. Blonder Tongue Telephone shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Blonder Tongue Telephone's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Blonder Tongue Telephone customers served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 10. LIDB**
- 10.1 BellSouth LIDB stores current information on working telephone numbers and billing account numbers.
 - 10.2 Where Blonder Tongue Telephone is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from Blonder Tongue Telephone LSR's to populate LIDB with Blonder Tongue Telephone's customer information. BellSouth provides access to information in its LIDB, including Blonder Tongue Telephone customer information, to its LIDB customers via queries to LIDB.
 - 10.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of Blonder Tongue Telephone data to the LIDB (e.g., calling card deactivation).
 - 10.2.2 Blonder Tongue Telephone will not be charged a fee for LIDB storage services provided by BellSouth to Blonder Tongue Telephone pursuant to this Attachment.
 - 10.3 Responsibilities of the Parties
 - 10.3.1 BellSouth will administer the data provided by Blonder Tongue Telephone pursuant to this Agreement in the same manner as BellSouth administers its own data.

- 10.3.2 Blonder Tongue Telephone is responsible for completeness and accuracy of the data being provided to BellSouth.
- 10.3.3 BellSouth shall not be responsible to Blonder Tongue Telephone for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.
- 11. Revenue Accounting Office (RAO) Hosting**
- 11.2 RAO Hosting is not required for resale in the BellSouth region.
- 12. Optional Daily Usage File (ODUF)**
- 12.1 The ODUF Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D.
- 12.2 BellSouth will provide ODUF service upon written request.
- 13. Enhanced Optional Daily Usage File (EODUF)**
- 13.1 The EODUF service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D.
- 13.2 BellSouth will provide EODUF service upon written request.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 4)

| Type of Service | AL | | FL | | GA | | KY | | LA | | MS | | NC | | SC | | TN | |
|---------------------------------------|---|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|
| | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount |
| 1 Grandfathered Services (Note 1) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2 Promotions - > 90 Days(Note 2 &3) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 3 Promotions - < 90 Days (Note 2 & 3) | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 4 Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 5 911/E911 Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | No | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 6 N11 Services (Note 1) | Yes | Yes | Yes | Yes | Yes | Yes | No | No | No | No | Yes | Yes | Yes | Yes | No | No | Yes | Yes |
| 7 MemoryCall [®] Service | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 8 Mobile Services | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 9 Federal Subscriber Line Charges | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 10 Nonrecurring Charges | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No |
| 11 EUCL Charge | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 12 Public Telephone Access Svc(PTAS) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | Yes | Yes |
| 13 Inside Wire Maint Service Plan | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | 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. Promotions shall be available only for the term set forth in the applicable tariff. | | | | | | | | | | | | | | | | | |
| 3. | Promotions shall be available only for the term set forth in the applicable tariff. | | | | | | | | | | | | | | | | | |
| 4. | Some of BellSouth's local exchange and toll Telecommunications Services are not available in certain central offices and areas. | | | | | | | | | | | | | | | | | |

Optional Daily Usage File

1. Upon written request from Blonder Tongue Telephone, BellSouth will provide the ODUF service to Blonder Tongue Telephone pursuant to the terms and conditions set forth in this section.
2. Blonder Tongue Telephone shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides Blonder Tongue Telephone messages that were carried over the BellSouth network and processed by BellSouth for Blonder Tongue Telephone.
4. Charges for ODUF will appear on Blonder Tongue Telephone's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) Exchange Message Interface (EMI) record format.
6. ODUF Specifications
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to Blonder Tongue Telephone:
 - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.);
 - 6.1.1.2 Measured local calls;
 - 6.1.1.3 Directory Assistance messages;
 - 6.1.1.4 IntraLATA Toll;
 - 6.1.1.5 WATS and 800 Service;
 - 6.1.1.6 N11;
 - 6.1.1.7 Information Service Provider Messages;
 - 6.1.1.8 OS Messages;
 - 6.1.1.9 OS Message Attempted Calls;
 - 6.1.1.10 Credit/Cancel Records; and
 - 6.1.1.11 Usage for Voice Mail Message Service.
 - 6.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
 - 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Blonder Tongue Telephone.

- 6.1.4 In the event that Blonder Tongue Telephone detects a duplicate on ODUF they receive from BellSouth, Blonder Tongue Telephone will drop the duplicate message and will not return the duplicate to BellSouth.
- 6.2 ODUF Physical File Characteristics
- 6.2.1 ODUF will be distributed to Blonder Tongue Telephone via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
- 6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between BellSouth and Blonder Tongue Telephone for the purpose of data transmission. Where a dedicated line is required, Blonder Tongue Telephone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Blonder Tongue Telephone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Blonder Tongue Telephone's responsibility. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Blonder Tongue Telephone. Additionally, all message toll charges associated with the use of the dial circuit by Blonder Tongue Telephone will be the responsibility of Blonder Tongue Telephone. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Blonder Tongue Telephone's end for the purpose of data transmission will be the responsibility of Blonder Tongue Telephone.
- 6.2.3 If Blonder Tongue Telephone utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Blonder Tongue Telephone.
- 6.3 ODUF Packing Specifications
- 6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Blonder Tongue Telephone which BellSouth RAO is sending the message. BellSouth and Blonder Tongue Telephone will use the invoice sequencing to control data exchange. BellSouth

will be notified of sequence failures identified by Blonder Tongue Telephone and resend the data as appropriate.

6.4 ODUF Pack Rejection

6.4.1 Blonder Tongue Telephone will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Blonder Tongue Telephone will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Blonder Tongue Telephone by BellSouth.

6.5 ODUF Control Data

6.5.1 Blonder Tongue Telephone will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Blonder Tongue Telephone's receipt of the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Blonder Tongue Telephone for reasons stated in the above section.

6.6 ODUF Testing

6.6.1 Upon request from Blonder Tongue Telephone, BellSouth shall send ODUF test files to Blonder Tongue Telephone. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, BellSouth shall request that Blonder Tongue Telephone set up a production (live) file. The live test may consist of Blonder Tongue Telephone's employees making test calls for the types of services Blonder Tongue Telephone requests on ODUF. These test calls are logged by Blonder Tongue Telephone, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Blonder Tongue Telephone, BellSouth will provide the EODUF service to Blonder Tongue Telephone pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. Blonder Tongue Telephone shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on Blonder Tongue Telephone's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. All messages will be in the standard ATIS EMI record format.
6. Messages that error in the billing system of Blonder Tongue Telephone will be the responsibility of Blonder Tongue Telephone. If, however, Blonder Tongue Telephone should encounter significant volumes of errored messages that prevent processing by Blonder Tongue Telephone within its systems, BellSouth will work with Blonder Tongue Telephone to determine the source of the errors and the appropriate resolution.
7. EODUF Specifications
 - 7.1 EODUF Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to Blonder Tongue Telephone:
 - 7.1.1.1 Customer usage data for flat rated local calls originating from Blonder Tongue Telephone's customer lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 7.1.1.1.1 Date of Call
 - 7.1.1.1.2 From Number
 - 7.1.1.1.3 To Number
 - 7.1.1.1.4 Connect Time
 - 7.1.1.1.5 Conversation Time
 - 7.1.1.1.6 Method of Recording
 - 7.1.1.1.7 From RAO
 - 7.1.1.1.8 Rate Class
 - 7.1.1.1.9 Message Type

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- 7.1.1.1.10 Billing Indicators
- 7.1.1.1.11 Bill to Number
- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Blonder Tongue Telephone.
- 7.1.3 In the event that Blonder Tongue Telephone detects a duplicate on EODUF they receive from BellSouth, Blonder Tongue Telephone will drop the duplicate message and will not return the duplicate to BellSouth.
- 7.2 EODUF Physical File Characteristics
- 7.2.1 EODUF feed will be distributed to Blonder Tongue Telephone via FTP. The EODUF messages will be intermingled among Blonder Tongue Telephone's ODUF messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If BellSouth determines the Secure FTP mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Blonder Tongue Telephone for the purpose of data transmission. Where a dedicated line is required, Blonder Tongue Telephone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Blonder Tongue Telephone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Blonder Tongue Telephone. Additionally, all message toll charges associated with the use of the dial circuit by Blonder Tongue Telephone will be the responsibility of Blonder Tongue Telephone. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Blonder Tongue Telephone's end for the purpose of data transmission will be the responsibility of Blonder Tongue Telephone.
- 7.2.3 If Blonder Tongue Telephone utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Blonder Tongue Telephone.
- 7.3 EODUF Packing Specifications
- 7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

- 7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Blonder Tongue Telephone which BellSouth RAO is sending the message. BellSouth and Blonder Tongue Telephone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Blonder Tongue Telephone and resend the data as appropriate.

Attachment 2

Network Elements and Other Services

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Rates Exhibit A

Rates Exhibit B

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to Blonder Tongue Telephone for Blonder Tongue Telephone's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Blonder Tongue Telephone (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Blonder Tongue Telephone to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.1.1 The state specific provisions set forth in Exhibits 1 through 3, attached hereto, shall apply to services provided in each respective state. To the extent that any provision set forth in Exhibits 1 through 3 conflicts with any other provision set forth in this Agreement, the provision contained in the Exhibit shall control in the applicable state.
- 1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If Blonder Tongue Telephone purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 Blonder Tongue Telephone may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 Blonder Tongue Telephone shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Blonder Tongue Telephone pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Blonder Tongue Telephone pursuant to Section 251 of the Act and

under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from Blonder Tongue Telephone. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Blonder Tongue Telephone and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

- 1.7 Except to the extent expressly provided otherwise in this Attachment, Blonder Tongue Telephone may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that Blonder Tongue Telephone has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Blonder Tongue Telephone with thirty (30) days written notice to disconnect or convert such Arrangements. If Blonder Tongue Telephone fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.8 The Parties agree that for purposes of this Agreement, the list attached hereto as Exhibit C designates those wire centers that, as of March 10, 2005, meet the FCC's established criteria for non-impairment and constitutes BellSouth's list of non-impaired wire centers where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as Network Elements. This list of non-impaired wire centers shall be subject to modification and/or the addition of wire centers without amendment provided the changes are compliant with the FCC's non-impairment criteria. Notification of such modification and/or addition of wire centers shall be via BellSouth's Web site. Upon the Effective Date

of this Agreement, Blonder Tongue Telephone will not place any new orders for high capacity Dedicated Transport or high capacity Loops in those wire centers listed in Exhibit C as modified from time to time as provided for above. In all other wire centers, prior to submitting an order pursuant to this Agreement for high capacity Dedicated Transport or high capacity Loops, Blonder Tongue Telephone shall undertake a reasonably diligent inquiry to determine whether Blonder Tongue Telephone is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Blonder Tongue Telephone self-certifies that to the best of Blonder Tongue Telephone's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Blonder Tongue Telephone's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill Blonder Tongue Telephone the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, Blonder Tongue Telephone shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.8.1 In the event that (1) BellSouth designated a wire center as non-impaired as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site, (2) as a result of such designation, Blonder Tongue Telephone converted high capacity Dedicated Transport or high capacity Loops to other services or ordered new services as services other than high capacity Dedicated Transport or high capacity Loop UNEs subsequent to March 10, 2005, (3) Blonder Tongue Telephone otherwise would have been entitled to high capacity Dedicated Transport or high capacity Loops in such wire center at the time such alternative services were provisioned, and (4) BellSouth acknowledges, or a state or federal regulatory body with authority determines, that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Blonder Tongue Telephone consistent with the applicable ordering processes as reflected in the Guides located on BellSouth's Web site no later than sixty (60) days after BellSouth acknowledges or the state or federal regulatory body issues an order making such a finding, BellSouth shall transition to high capacity Dedicated Transport or high capacity Loops, as appropriate, any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund to Blonder Tongue Telephone the difference between the rate paid by Blonder Tongue Telephone for such services and the

applicable rates set forth herein for high capacity Dedicated Transport or high capacity Loops, including but not limited to any charges associated with the Conversion (as defined in Section 1.6 above) from high capacity Dedicated Transport or high capacity Loops to other wholesale services, if applicable, for the period from the later of June 1, 2005, or the date the circuit became a wholesale service to the date the circuit is transitioned to high capacity Dedicated Transport or high capacity Loop as described in this Section. Similarly, in the event that Blonder Tongue Telephone has placed orders for high capacity Dedicated Transport or high capacity Loops on or after March 11, 2005, and Blonder Tongue Telephone acknowledges, or a state or federal regulatory body with authority determines, that the wire center(s) in or between which such high capacity Dedicated Transport or high capacity Loops were ordered are non-impaired with respect to such high capacity Dedicated Transport or high capacity Loops, then no later than sixty (60) days after such acknowledgement or finding, Blonder Tongue Telephone shall transition such high capacity Dedicated Transport or high capacity Loops to alternative wholesale services. In such instances, CLEC-1 shall compensate Bellsouth for the difference between the recurring and non-recurring rates paid by Blonder Tongue Telephone for the high capacity Dedicated Transport or high capacity Loops and the applicable BellSouth tariff rate to which Blonder Tongue Telephone would have been entitled if Blonder Tongue Telephone had purchased such circuits from BellSouth's tariffs, including but not limited to any charges associated with converting such high capacity Dedicated Transport or high capacity Loops to wholesale services.

- 1.9 Blonder Tongue Telephone may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.
- 1.10 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Blonder Tongue Telephone, BellSouth shall perform the RNM.

1.11 Commingling of Services

- 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Blonder Tongue Telephone has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Blonder Tongue Telephone must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 1.11.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Blonder Tongue Telephone should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages, located at the "CLEC UNE Products" on BellSouth's Interconnection Web site.

- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to Blonder Tongue Telephone's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Blonder Tongue Telephone's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment 4.
- 1.13.4 Testing/Trouble Reporting
- 1.13.4.1 Blonder Tongue Telephone will be responsible for testing and isolating troubles on Network Elements. Blonder Tongue Telephone must test and isolate trouble to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, Blonder Tongue Telephone will be required to provide the results of the Blonder Tongue Telephone test which indicate a problem on the BellSouth network.
- 1.13.4.2 Once Blonder Tongue Telephone has isolated a trouble to the BellSouth network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail customers.
- 1.13.4.3 If Blonder Tongue Telephone reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge Blonder Tongue Telephone a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.
- 1.13.4.4 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Blonder Tongue Telephone (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Blonder Tongue Telephone for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 **Loops**

- 2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at a customer premises (Loop). Facilities that do not terminate at a demarcation point

at a customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer's premises, including inside wire owned or controlled by BellSouth. Blonder Tongue Telephone shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

- 2.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving a customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises.
 - 2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.
 - 2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Blonder Tongue Telephone on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.
 - 2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Blonder Tongue Telephone. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired,

BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval

- 2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide Blonder Tongue Telephone with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and a customer's premises.
- 2.1.4 DS1 and DS3 Loop Requirements
 - 2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.
 - 2.1.4.2 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 except as described below:
 - 2.1.4.2.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.
 - 2.1.4.2.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.
 - 2.1.4.3 A list of wire centers meeting the criteria set forth in Sections 2.1.4.2.1 and 2.1.4.2.2 above as of March 10, 2005 (Initial Wire Center List), is as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site.
 - 2.1.4.4 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.2.1 above, no future DS1 Loop unbundling will be required in that wire center.
 - 2.1.4.5 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.2.2 above, no future DS3 Loop unbundling will be required in that wire center.
 - 2.1.4.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
 - 2.1.4.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.2 above but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification

letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

- 2.1.4.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s).
- 2.1.4.6.3 For purposes of Section 2.1.4.6 above, BellSouth shall make available DS1 and DS3 Loops that were in service for Blonder Tongue Telephone in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.4.6.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 2.1.4.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Blonder Tongue Telephone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
 - 2.1.4.6.6.1 If Blonder Tongue Telephone fails to submit the spreadsheet(s) specified in Section 2.1.4.6.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Blonder Tongue Telephone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
 - 2.1.4.6.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.6.6 above or transitioned pursuant to Section 2.1.4.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's

Interconnection Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

- 2.1.6 The Loop shall be provided to Blonder Tongue Telephone in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
 - 2.1.7.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the customer's location. If Blonder Tongue Telephone wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), Blonder Tongue Telephone may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.
 - 2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), Blonder Tongue Telephone shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.
- 2.1.8 OC and Order Coordination-Time Specific (OC-TS)
 - 2.1.8.1 OC allows BellSouth and Blonder Tongue Telephone to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Blonder Tongue Telephone's facilities to limit customer service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.
 - 2.1.8.2 OC-TS allows Blonder Tongue Telephone to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate Blonder Tongue Telephone's specific conversion time request. However, BellSouth reserves the right to negotiate with Blonder Tongue Telephone a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Blonder Tongue Telephone may specify

a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Blonder Tongue Telephone specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in BellSouth's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

2.1.9

| | Order Coordination (OC) | Order Coordination – Time Specific (OC-TS) | Test Points | DLR | Charge for Dispatch and Testing if No Trouble Found |
|---|---|---|------------------------------|---|--|
| SL-1 (Non-Designed) | Chargeable Option | Chargeable Option | Not available | Chargeable Option – ordered as Engineering Information Document | Charged for Dispatch inside and outside Central Office |
| UCL-ND (Non-Designed) | Chargeable Option | Not Available | Not Available | Chargeable Option – ordered as Engineering Information Document | Charged for Dispatch inside and outside Central Office |
| Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed) | Included | Chargeable Option | Included | Included | Charged for Dispatch outside Central Office |
| Unbundled Digital Loop (Designed) | Included | Chargeable Option | Included (where appropriate) | Included | Charged for Dispatch outside Central Office |
| Unbundled Copper Loop (Designed) | Chargeable in accordance with Section 2 | Not available | Included | Included | Charged for Dispatch outside Central Office |
| For UVL-SL1 and UCLs, Blonder Tongue Telephone must order and will be billed for both OC and OC-TS if requesting OC-TS. | | | | | |

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

2.1.10.1 The CLEC to CLEC conversion process for Loops may be used by Blonder Tongue Telephone when converting an existing Loop from another CLEC for the same customer. The Loop type being converted must be included in Blonder Tongue Telephone's Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same customer location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to Blonder Tongue Telephone pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.1.11 Bulk Migration

2.1.11.1 BellSouth will make available to Blonder Tongue Telephone a Bulk Migration process pursuant to which Blonder Tongue Telephone may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package. The CLEC Information Package is located on BellSouth's Interconnection Web site. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.11.2 Should Blonder Tongue Telephone request migration for two (2) or more EATNs containing fifteen (15) or more circuits, Blonder Tongue Telephone must use the Bulk Migration process referenced in 2.1.11.1 above.

2.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed);

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed); or

2.2.1.3 4-wire Analog Voice Grade Loop (Designed).

2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any

given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Blonder Tongue Telephone will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Blonder Tongue Telephone, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. Blonder Tongue Telephone may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its customers.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that Blonder Tongue Telephone may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Blonder Tongue Telephone. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Blonder Tongue Telephone to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

2.3.1 BellSouth will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:

- 2.3.2.1 2-wire Unbundled ISDN Digital Loop;
- 2.3.2.2 2-wire Unbundled ADSL Compatible Loop;
- 2.3.2.3 2-wire Unbundled HDSL Compatible Loop;
- 2.3.2.4 4-wire Unbundled HDSL Compatible Loop;
- 2.3.2.5 4-wire Unbundled DS1 Digital Loop;
- 2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
- 2.3.2.7 DS3 Loop; or
- 2.3.2.8 STS-1 Loop.
- 2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Blonder Tongue Telephone will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to eighteen thousand (18,000) feet long and may have up to six thousand (6,000) feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to twenty-five hundred (2,500) feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-wire Unbundled DS1 Digital Loop.
- 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For purposes of this Agreement, DS1 Loops include 2-wire and 4-Wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

- 2.3.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Blonder Tongue Telephone at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.12 Blonder Tongue Telephone may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.4 Unbundled Copper Loops (UCL).
- 2.4.1 BellSouth shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) types – Designed and Non-Designed.

- 2.4.2 Unbundled Copper Loop – Designed (UCL-D)
- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Blonder Tongue Telephone.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by Blonder Tongue Telephone to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)
- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to six thousand (6,000) feet of bridged tap between the customer's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (1300) Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Blonder Tongue Telephone can request LMU for which additional charges would apply.

- 2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that Blonder Tongue Telephone may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Blonder Tongue Telephone to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.4.3.6 Blonder Tongue Telephone may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.
- 2.5 Unbundled Loop Modifications (Line Conditioning)
- 2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.
- 2.5.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 2.5.3 For any copper loop being ordered by Blonder Tongue Telephone which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Blonder Tongue Telephone, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Blonder Tongue Telephone. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

- 2.5.4 Blonder Tongue Telephone may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 2.5.5 Rates for ULM are as set forth in Exhibit A.
- 2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If Blonder Tongue Telephone requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Blonder Tongue Telephone will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.5.8 Blonder Tongue Telephone shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Blonder Tongue Telephone desires BellSouth to condition.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Blonder Tongue Telephone, Blonder Tongue Telephone will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Blonder Tongue Telephone is available at the location for which the ULM was requested, Blonder Tongue Telephone will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Blonder Tongue Telephone will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.6 Loop Provisioning Involving IDLC
- 2.6.1 Where Blonder Tongue Telephone has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the customer and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Blonder Tongue Telephone. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for Blonder Tongue Telephone (e.g., hairpinning):
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.

2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.3 If no alternate facility is available, and upon request from Blonder Tongue Telephone, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. Blonder Tongue Telephone will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the customer's customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 BellSouth shall permit Blonder Tongue Telephone to connect Blonder Tongue Telephone's Loop facilities to the customer's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 Blonder Tongue Telephone may access the customer's premises wiring by any of the following means and Blonder Tongue Telephone shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow Blonder Tongue Telephone to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises;

2.7.3.1.2 Where an adequate length of the customer's customer premises wiring is present and environmental conditions permit, either Party may remove the customer

premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

- 2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.3.1.4 Blonder Tongue Telephone may request BellSouth to make other rearrangements to the customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Blonder Tongue Telephone's responsibility to ensure there is no safety hazard, and Blonder Tongue Telephone will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.3.3 Blonder Tongue Telephone shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 Blonder Tongue Telephone shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Blonder Tongue Telephone to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 Technical Requirements
- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the customer's customer premises and the distribution media and/or cross-connect to Blonder Tongue Telephone's NID.
- 2.7.4.3 Existing BellSouth NIDs will be operational and provided in "as is" condition. Blonder Tongue Telephone may request BellSouth to do additional work to the NID on a time and material basis. When Blonder Tongue Telephone deploys its own local loops in a multiple-line termination device, Blonder Tongue Telephone shall specify the quantity of NID connections that it requires within such device.
- 2.8 Subloop Elements.
- 2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 2.8.2 Unbundled Subloop Distribution (USLD)
- 2.8.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:
- USLD – Voice Grade (USLD-VG)
 - Unbundled Copper Subloop (UCSL)
 - USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))
- 2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.
- 2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.
- 2.8.2.3.1 If Blonder Tongue Telephone requests a UCSL and it is not available, Blonder Tongue Telephone may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

- 2.8.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.
- 2.8.2.4.1 Upon request for USLD-INC from Blonder Tongue Telephone, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for Blonder Tongue Telephone's use on this cross-connect panel. Blonder Tongue Telephone will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 2.8.2.5 For access to Voice Grade USLD and UCSL, Blonder Tongue Telephone shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Blonder Tongue Telephone's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Blonder Tongue Telephone is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Blonder Tongue Telephone's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site.
- 2.8.2.7 The site set-up must be completed before Blonder Tongue Telephone can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Blonder Tongue Telephone's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.8 Once the site set-up is complete, Blonder Tongue Telephone will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Blonder Tongue Telephone requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Blonder Tongue Telephone for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

- 2.8.2.9 USLs will be provided in accordance with BellSouth's TR 73600 Unbundled Local Loop Technical Specifications.
- 2.8.3 Unbundled Network Terminating Wire (UNTW)
- 2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer's premises.
- 2.8.3.3 Requirements
- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the customers premises, and Blonder Tongue Telephone does own or control such wiring, Blonder Tongue Telephone will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Blonder Tongue Telephone.
- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Blonder Tongue Telephone for each pair activated commensurate to the price specified in Blonder Tongue Telephone's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The

Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the customer is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the customer began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 Loop Makeup

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to Blonder Tongue Telephone LMU information with respect to Loops that are required to be unbundled under this Agreement so that Blonder Tongue Telephone can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Blonder Tongue Telephone intends to install and the services Blonder Tongue Telephone wishes to provide. LMU is a preordering transaction, distinct from Blonder Tongue Telephone ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.9.1.2 BellSouth will provide Blonder Tongue Telephone LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.

2.9.1.3 BellSouth's LMU information is provided to Blonder Tongue Telephone as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 Blonder Tongue Telephone may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network.

The determination shall be made solely by Blonder Tongue Telephone and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Blonder Tongue Telephone's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by Blonder Tongue Telephone or the customer, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. Blonder Tongue Telephone is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.1.6 If BellSouth retires its copper facilities using 47 C.F.R § 51.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify Blonder Tongue Telephone, according to the applicable network disclosure requirements. It will be Blonder Tongue Telephone's responsibility to move any service it may provide over such facilities to alternative facilities. If Blonder Tongue Telephone fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 Blonder Tongue Telephone may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on BellSouth's Interconnection Web site. After obtaining the Loop information from the mechanized LMU process, if Blonder Tongue Telephone needs further Loop information in order to determine Loop service capability, Blonder Tongue Telephone may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Blonder Tongue Telephone will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Blonder Tongue Telephone does not reserve facilities upon an initial LMUSI,

Blonder Tongue Telephone's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.

- 2.9.2.3 Where Blonder Tongue Telephone has reserved multiple Loop facilities on a single reservation, Blonder Tongue Telephone may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Blonder Tongue Telephone, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Blonder Tongue Telephone.
- 2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

- 3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to customers over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 3.2 Line Splitting – UNE-L. In the event Blonder Tongue Telephone provides its own switching or obtains switching from a third party, Blonder Tongue Telephone may engage in line splitting arrangements with another CLEC using a splitter, provided by Blonder Tongue Telephone, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 Provisioning Line Splitting and Splitter Space – UNE-L
- 3.3.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When Blonder Tongue Telephone owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.
- 3.3.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.4 CLEC Provided Splitter – Line Splitting – UNE-L
- 3.4.1 To order High Frequency Spectrum on a particular Loop, Blonder Tongue Telephone must have a DSLAM collocated in the central office that serves the customer of such Loop.

- 3.4.2 Blonder Tongue Telephone may purchase, install and maintain central office POTS splitters in its collocation arrangements. Blonder Tongue Telephone may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 3.4.3 Any splitters installed by Blonder Tongue Telephone in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Blonder Tongue Telephone may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.5 Maintenance – Line Splitting – UNE-L
- 3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the customer’s premises and the termination point.
- 3.5.2 Blonder Tongue Telephone shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth’s gross negligence or willful misconduct.

4 Unbundled Network Element Combinations

- 4.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by Blonder Tongue Telephone are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by Blonder Tongue Telephone are not already combined by BellSouth in the location requested by Blonder Tongue Telephone but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by Blonder Tongue Telephone are not elements that BellSouth combines for its use in its network.
- 4.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth’s network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth’s network.

- 4.1.2 To the extent Blonder Tongue Telephone requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.
- 4.2 Rates
- 4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.
- 4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.
- 4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of Blonder Tongue Telephone.
- 4.3 Enhanced Extended Links (EELs)
- 4.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide Blonder Tongue Telephone with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.
- 4.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).
- 4.3.3 By placing an order for a high-capacity EEL, Blonder Tongue Telephone thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit Blonder Tongue Telephone's high-capacity EELs as specified below.

4.3.4 Service Eligibility Criteria

4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. Blonder Tongue Telephone must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

4.3.4.1.1 Blonder Tongue Telephone has received state certification to provide local voice service in the area being served;

4.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

4.3.4.2.1 1) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;

4.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

4.3.4.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;

4.3.4.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

4.3.4.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk over which Blonder Tongue Telephone will transmit the calling party's number in connection with calls exchanged over the trunk;

4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Blonder Tongue Telephone will have at least one (1) active DS1 local service interconnection trunk over which Blonder Tongue Telephone will transmit the calling party's number in connection with calls exchanged over the trunk; and

4.3.4.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

4.3.4.3 BellSouth may, on an annual basis, audit Blonder Tongue Telephone's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Blonder Tongue Telephone failed to comply with the service eligibility criteria, Blonder Tongue Telephone must true-up any difference in payments, convert all noncompliant circuits to the appropriate

service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that Blonder Tongue Telephone did not comply in any material respect with the service eligibility criteria, Blonder Tongue Telephone shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that Blonder Tongue Telephone did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Blonder Tongue Telephone for its reasonable and demonstrable costs associated with the audit. Blonder Tongue Telephone will maintain appropriate documentation to support its certifications.

4.3.4.4 In the event Blonder Tongue Telephone converts special access services to UNEs, Blonder Tongue Telephone shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by Blonder Tongue Telephone, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Blonder Tongue Telephone. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.

5.2 DS1 and DS3 Dedicated Transport Requirements

5.2.1 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.

5.2.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport except as described below:

5.2.2.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain thirty-eight thousand (38,000) or more Business Lines or four (4) or more fiber-based collocators.

5.2.2.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

5.2.2.3 A list of wire centers meeting the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above as of March 10, 2005, is available as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site (Initial Wire Center List).

5.2.2.4 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.1 above, no future DS1 Dedicated Transport unbundling will be required

between that wire center and any other wire center exceeding these same thresholds.

5.2.2.5 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.2 above, no future DS3 Dedicated Transport will be required between that wire center and any other wire center meeting or exceeding these same thresholds.

5.2.2.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

5.2.2.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

5.2.2.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s).

5.2.2.6.3 For purposes of Section 5.2.2.6, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for Blonder Tongue Telephone in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

5.2.2.6.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

5.2.2.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

5.2.2.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Blonder Tongue Telephone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

5.2.2.6.6.1 If Blonder Tongue Telephone fails to submit the spreadsheet(s) specified in Section 5.2.2.6.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Blonder Tongue Telephone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed

BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.6 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.2.3 BellSouth shall:
- 5.2.4 Provide Blonder Tongue Telephone exclusive use of Dedicated Transport to a particular customer or carrier;
- 5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 5.2.6 Permit, to the extent technically feasible, Blonder Tongue Telephone to connect Dedicated Transport to equipment designated by Blonder Tongue Telephone, including but not limited to, Blonder Tongue Telephone's collocated facilities; and
- 5.2.7 Permit, to the extent technically feasible, Blonder Tongue Telephone to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 5.3 BellSouth shall offer Dedicated Transport:
 - 5.3.1 As capacity on a shared facility; and
 - 5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Blonder Tongue Telephone.
- 5.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 5.5 Blonder Tongue Telephone may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or

more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.6 Technical Requirements

5.6.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 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 applicable industry standards.

5.6.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

5.6.2.1 DS0 Equivalent;

5.6.2.2 DS1;

5.6.2.3 DS3;

5.6.2.4 STS-1; and

5.6.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

5.6.3 BellSouth shall design Dedicated Transport according to its network infrastructure. Blonder Tongue Telephone shall specify the termination points for Dedicated Transport.

5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;

5.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

5.6.4.2 BellSouth's TR73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.

5.6.4.3 BellSouth's TR73525 MegaLink® Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

5.7 Unbundled Channelization (Multiplexing)

- 5.7.1 To the extent Blonder Tongue Telephone is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Blonder Tongue Telephone may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
- 5.7.2 BellSouth shall make available the following channelization systems and interfaces:
- 5.7.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
- 5.7.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 5.7.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 5.7.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, Blonder Tongue Telephone's channelization equipment must adhere strictly to form and protocol standards. Blonder Tongue Telephone must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 5.8 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.
- 5.8.1 Dark Fiber Transport Requirements
- 5.8.1.1 For purposes of this Section 5.8, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.8.1.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport except as described below:
- 5.8.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

- 5.8.1.3 A list of wire centers meeting the criteria set forth in Section 5.8.1.2.1 above as of March 10, 2005, (Initial List) is available as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site.
- 5.8.1.4 Once a wire center exceeds either of the thresholds set forth in Section 5.8.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.8.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.8.1.5.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.8.1.2.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 5.8.1.5.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s).
- 5.8.1.5.3 For purposes of Section 5.8.1.5, BellSouth shall make available Dark Fiber Transport that was in service for Blonder Tongue Telephone in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.8.1.5.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 5.8.1.5.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.8.1.5.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Blonder Tongue Telephone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 5.8.1.5.6.1 If Blonder Tongue Telephone fails to submit the spreadsheet(s) specified in Section 5.8.1.5.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center

List, BellSouth will identify Blonder Tongue Telephone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 5.8.1.5.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.8.1.5.6 above or transitioned pursuant to Section 5.8.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.9 Rearrangements

- 5.9.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working Blonder Tongue Telephone circuit from one CFA to another Blonder Tongue Telephone CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A.
- 5.9.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 5.9.3 Upon request of Blonder Tongue Telephone, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.9.1 and 5.9.2 above and Blonder Tongue Telephone may request OC-TS for such orders.
- 5.9.4 BellSouth shall accept a LOA between Blonder Tongue Telephone and another carrier that will allow Blonder Tongue Telephone to connect Dedicated Transport or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.
- 5.9.5 Rearrangement of an EEL to a standalone UNE-L that requires a CFA change: Blonder Tongue Telephone may utilize the EEL to UNE-L retermination process, as described in BellSouth's guides available on its web site, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the customer Serving Wire Center as a standalone UNE-L. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to

EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

- 5.9.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. Blonder Tongue Telephone shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A of this Attachment.
- 5.9.7 The EEL to UNE-L retermination process is not available when the rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if Blonder Tongue Telephone elects not to utilize the EEL to UNE-L retermination process, Blonder Tongue Telephone must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, Blonder Tongue Telephone will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

6 Automatic Location Identification/Data Management System (ALI/DMS)

6.1 911 and E911 Databases

6.1.1 BellSouth shall provide Blonder Tongue Telephone with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

6.1.2 The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Blonder Tongue Telephone will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

6.2.1 BellSouth's 911 database vendor shall provide Blonder Tongue Telephone the capability of providing updates to the ALI/DMS database through a specified electronic interface. Blonder Tongue Telephone shall contact BellSouth's 911 database vendor directly to request interface. Blonder Tongue Telephone shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Blonder Tongue Telephone and BellSouth shall not be liable for the transactions between Blonder Tongue Telephone and BellSouth's 911 database vendor.

- 6.2.2 It is Blonder Tongue Telephone's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.
- 6.2.3 Blonder Tongue Telephone shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site.
- 6.2.4 Stranded Unlocks are defined as end user records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Blonder Tongue Telephone, as a new provider of local service to the end user. Stranded Unlocks are those end user records that have been "unlocked" by the previous local exchange carrier that provided service to the end user and are open for Blonder Tongue Telephone to assume responsibility for such records.
 - 6.2.4.1 Based upon end user record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Blonder Tongue Telephone that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Blonder Tongue Telephone shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to Blonder Tongue Telephone within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Blonder Tongue Telephone shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Blonder Tongue Telephone's records.
- 6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
 - 6.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
 - 6.3.1.1 The database capability allows Blonder Tongue Telephone to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the Blonder Tongue Telephone PBX 911 end user station telephone number for the 911 call that is placed by the end user.
 - 6.3.2 Blonder Tongue Telephone may order either the database capability or the transport component as desired or Blonder Tongue Telephone may order both components of the service.

- 6.3.3 911 PBX Locate Database Capability. Blonder Tongue Telephone's end user or Blonder Tongue Telephone's end user's database management agent (DMA) must provide the end user PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.
- 6.3.4 Ordering, provisioning, testing and maintenance shall be provided by Blonder Tongue Telephone pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 6.3.5 Blonder Tongue Telephone's end user, or Blonder Tongue Telephone's end user DMA must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Blonder Tongue Telephone to ensure that the end user or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. Blonder Tongue Telephone should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Blonder Tongue Telephone's end user, or Blonder Tongue Telephone's end user DMA under the terms of 911 PBX Locate product.
- 6.3.5.1 Blonder Tongue Telephone must provision all PBX station numbers in the same LATA as the E911 tandem.
- 6.3.6 Blonder Tongue Telephone agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Blonder Tongue Telephone's end user or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Blonder Tongue Telephone or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. Blonder Tongue Telephone is responsible for assuring that its authorized end users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Blonder Tongue Telephone's end user or DMA pursuant to these terms. Specifically, Blonder Tongue Telephone's end user or DMA must keep and protect from use by

any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

6.3.7 Blonder Tongue Telephone may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Blonder Tongue Telephone's end users' telephone numbers for which it has direct management authority.

6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Blonder Tongue Telephone to order a CAMA type dedicated trunk from Blonder Tongue Telephone's end user premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

6.3.8.1 Except as otherwise set forth below, a minimum of two (2) end user specific, dedicated 911 trunks are required between the Blonder Tongue Telephone's end user premise and the BellSouth 911 tandem as described in BellSouth's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. Blonder Tongue Telephone is responsible for connectivity between the end user's PBX and Blonder Tongue Telephone's switch or POP location. Blonder Tongue Telephone will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Blonder Tongue Telephone purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Blonder Tongue Telephone is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

6.3.9 Ordering and Provisioning. Blonder Tongue Telephone will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) end user specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

6.3.9.1 Testing and maintenance shall be provided by Blonder Tongue Telephone pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by Blonder Tongue Telephone pursuant to the terms and conditions set forth in Attachment 3.

7 White Pages Listings

Version: 2Q06 Standard ICA
06/13/06

- 7.1 BellSouth shall provide Blonder Tongue Telephone and its customers access to white pages directory listings under the following terms:
- 7.1.1 Listings. Blonder Tongue Telephone shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Blonder Tongue Telephone residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Blonder Tongue Telephone and BellSouth customers. Blonder Tongue Telephone shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.1.2 Unlisted/Non-Published Customers. Blonder Tongue Telephone will be required to provide to BellSouth the names, addresses and telephone numbers of all Blonder Tongue Telephone customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.
- 7.1.3 Inclusion of Blonder Tongue Telephone Customers in Directory Assistance Database. BellSouth will include and maintain Blonder Tongue Telephone customer listings in BellSouth's DA databases. Blonder Tongue Telephone shall provide such Directory Assistance listings to BellSouth at no charge.
- 7.1.4 Listing Information Confidentiality. BellSouth will afford Blonder Tongue Telephone's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as Blonder Tongue Telephone provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to Blonder Tongue Telephone one (1) basic White Pages directory listing per Blonder Tongue Telephone customer at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a LSR submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

- 7.2 Directories. BellSouth or its agent shall make available White Pages directories to Blonder Tongue Telephone customer at no charge or as specified in a separate agreement between Blonder Tongue Telephone and BellSouth's agent.
- 7.3 Procedures for submitting Blonder Tongue Telephone SLI are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.3.1 Blonder Tongue Telephone authorizes BellSouth to release all Blonder Tongue Telephone SLI provided to BellSouth by Blonder Tongue Telephone to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), BellSouth's GSST. Such Blonder Tongue Telephone SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to Blonder Tongue Telephone for BellSouth's receipt of Blonder Tongue Telephone SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Blonder Tongue Telephone's SLI, or costs on an ongoing basis to administer the release of Blonder Tongue Telephone SLI, Blonder Tongue Telephone shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Blonder Tongue Telephone's SLI, Blonder Tongue Telephone will be notified. If Blonder Tongue Telephone does not wish to pay its proportionate share of these reasonable costs, Blonder Tongue Telephone may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Blonder Tongue Telephone shall amend this Agreement accordingly. Blonder Tongue Telephone will be liable for all costs incurred until the effective date of the agreement.
- 7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Blonder Tongue Telephone under this Agreement. Blonder Tongue Telephone shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Blonder Tongue Telephone listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Blonder Tongue Telephone any complaints received by BellSouth relating to the accuracy or quality of Blonder Tongue Telephone listings.
- 7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

1 Requirements for DS1 and DS3 Loops

- 1.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Blonder Tongue Telephone at any single building in which DS1 Loops are available as unbundled loops.
- 1.2 Blonder Tongue Telephone may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 1.3 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 10, BellSouth shall make available DS1 and DS3 Loops except as described below:
 - 1.3.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).
 - 1.3.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).
- 1.4 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.3.1 and 1.3.2 above, is set forth in Section 4.1.3 hereto. As of the effective date of this Agreement, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

2 Dedicated Transport and Dark Fiber Transport

- 2.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by Blonder Tongue Telephone, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Blonder Tongue Telephone. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.
 - 2.1.1 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 2.1 except as described below:
 - 2.1.1.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)
 - 2.1.1.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

- 2.1.1.3 Blonder Tongue Telephone may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.
- 2.1.2 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 2.1.1.1 and 2.1.1.2 above, is set forth in Section 4.1.3 hereto. As of the effective date of this Agreement, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
- 2.1.3 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 2.1.1.1 or 2.1.1.2 above, no further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.
- 2.1.4 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 2.1.1.1 or 2.1.1.2 above, no further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.
- 2.2 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.
- 2.2.1 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 2.2 except as described below:
- 2.2.1.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center)
- 2.2.2 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 2.2.1.1 above, is set forth in Section 4.1.3 hereto. As of the effective date of this Agreement, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
- 2.2.3 Wire Centers listed on the Initial List exceed the threshold set forth in Section 2.2.1.1, BellSouth will not be required to provide Blonder Tongue Telephone access to Dark Fiber Transport from those wire centers.
- 3 Loops/Transport**
- 3.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.
- 3.2 (i) Business Line

3.2.1 For purposes of this Amendment, a “Business Line” is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each sixty-four (64) kbps-equivalent as one (1) line. For example, a DS1 line corresponds to twenty-four (24) sixty-four (64) kbps-equivalents, and therefore to twenty-four (24) “business lines.”

3.3 (ii) Fiber-Based Collocation

3.3.1 For purposes of this Amendment a “Fiber-Based Collocator” is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two (2) or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

3.4 (iii) Building

3.4.1 For purposes of this Amendment, a “Building” is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building’s tenants must pass would be a single “building” for purposes of this Amendment. Two (2) or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

3.5 (iv) Route

3.5.1 The definition of a route is as defined in Section 3.1 of this Exhibit A.

4 Procedures For Additional Designations Of “Non-Impaired” Wire Centers

4.1 If BellSouth seeks to designate additional wire centers as “non-impaired” for purposes of the FCC’s Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) “non-impaired” wire centers (“subsequent wire centers”). The list of additional “non-impaired” wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth’s designation.

4.1.1 Designation by BellSouth of additional “non-impaired” wire centers will be based on the following criteria:

- a. The CLLI of the wire center.
- b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
- c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
- d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
- e. The names of any carriers relied upon as fiber-based collocators.

4.1.2 BellSouth and Blonder Tongue Telephone agree to resolve disputes concerning BellSouth’s additional wire center designations in dispute resolution proceedings before the Commission.

4.1.3 The initial wire center list is shown below.

| WIRE CENTER | BUSINESS LINES | FIBER-BASED COLLOCATION | TRANSPORT TIER | LOOP UNBUNDLING |
|-------------|----------------|-------------------------|----------------|-----------------|
| MIAMFLPL | 86,923 | >4 | 1 | No DS1/3 |
| MIAMFLGR | 68,580 | >4 | 1 | No DS1/3 |
| ORLDFLMA | 57,966 | >4 | 1 | No DS3 |
| FTLDFLMR | 55,881 | >4 | 1 | No DS3 |
| GSVFLMA | 55,681 | 4 | 1 | No DS3 |
| ORLDFLPC | 45,792 | >4 | 1 | No DS3 |
| MIAMFLHL | 43,021 | >4 | 1 | No DS3 |
| JCVLFLCL | 42,452 | >4 | 1 | No DS3 |
| MIAMFLAE | 41,912 | >4 | 1 | No DS3 |
| BCRTFLMA | 40,746 | >4 | 1 | No DS3 |
| PRRNFLMA | 37,969 | 3 | 2 | |
| HLWDFLPE | 37,415 | 4 | 1 | |

| WIRE CENTER | BUSINESS LINES | FIBER-BASED COLLOCATION | TRANSPORT TIER | LOOP UNBUNDLING |
|-------------|----------------|-------------------------|----------------|-----------------|
| WPBHFLHH | 36,053 | 3 | 2 | |
| HLWDFLWH | 34,022 | -- | 2 | |
| PMBHFLMA | 33,993 | 4 | 1 | |
| WPBHFLAN | 33,521 | 4 | 1 | |
| ORLDFLPH | 33,148 | 4 | 1 | |
| MLBRFLMA | 32,547 | 4 | 1 | |
| DYBHFLMA | 32,282 | >4 | 1 | |
| FTLDFLCY | 31,487 | 4 | 1 | |
| ORLDFLAP | 31,234 | 3 | 2 | |
| PNSCFLFP | 30,863 | -- | 2 | |
| FTLDFLPL | 29,469 | >4 | 1 | |
| FTLDFLJA | 29,209 | >4 | 1 | |
| PNSCFLBL | 28,685 | 4 | 1 | |
| BCRTFLBT | 26,601 | -- | 2 | |
| WPBHFLGR | 26,527 | 3 | 2 | |
| ORLDFLSA | 26,126 | >4 | 1 | |
| PMBHFLFE | 25,909 | 4 | 1 | |
| STRFLMA | 25,577 | -- | 2 | |
| WPBHFLGA | 24,885 | -- | 2 | |
| MIAMFLRR | 24,740 | 3 | 2 | |
| DRBHFLMA | 24,695 | 1 | 2 | |
| MIAMFLBR | 24,482 | -- | 2 | |
| MIAMFLPB | 24,380 | 4 | 1 | |
| JCVLFLSJ | 24,088 | 3 | 2 | |
| MIAMFLSO | 23,802 | 3 | 2 | |
| MIAMFLWM | 23,310 | 4 | 1 | |
| FTLDFLOA | 23,008 | >4 | 1 | |
| MIAMFLCA | 22,645 | 3 | 2 | |
| ORLDFLCL | 20,828 | >4 | 1 | |
| MNDRFLLO | 20,180 | 3 | 2 | |
| NDADFLGG | 18,239 | >4 | 1 | |
| COCOFLMA | 18,097 | 4 | 1 | |
| JCVLFLSM | 17,820 | >4 | 1 | |
| WPBHFLLE | 13,622 | 3 | 2 | |

5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to twenty-five hundred (2,500) feet of bridged

tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

- 6 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.
- 7 Except to the extent expressly provided otherwise in this Attachment, Blonder Tongue Telephone may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that Blonder Tongue Telephone has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Blonder Tongue Telephone with thirty (30) days written notice to disconnect or convert such Arrangements. Those circuits identified by Blonder Tongue Telephone within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If Blonder Tongue Telephone fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.
- 8 Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Blonder Tongue Telephone shall undertake a reasonably diligent inquiry to determine whether Blonder Tongue Telephone is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Blonder Tongue Telephone self-certifies that to the best of Blonder Tongue Telephone's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Blonder Tongue Telephone's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill Blonder Tongue Telephone the

difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, Blonder Tongue Telephone shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 9 In the event that (1) BellSouth designates a wire center as non-impaired, (2) Blonder Tongue Telephone converts existing UNEs to other services or orders new services as services other than UNEs, (3) Blonder Tongue Telephone otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Blonder Tongue Telephone, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund Blonder Tongue Telephone the difference between the rate paid by Blonder Tongue Telephone for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

- 10.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future
- 10.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.3.1 (DS1 loops), 1.3.2 (DS3 loops), 2.1.1.1 (DS1 transport) and 2.1.1.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 10.3 Effective thirty (30) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.
- 10.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for Blonder Tongue Telephone in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30th) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) days after the thirtieth (30th)

day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

- 10.5 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 10.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus fifteen percent (15%).
- 10.7 No later than one hundred and eighty (180) days from BellSouth's CNL identifying the Subsequent Wire Center List, Blonder Tongue Telephone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Blonder Tongue Telephone chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within Blonder Tongue Telephone's total special access circuits and apply any discounts to which Blonder Tongue Telephone is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 10.7.1 If Blonder Tongue Telephone submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.
- 10.7.2 If Blonder Tongue Telephone fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Blonder Tongue Telephone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 10.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Blonder Tongue Telephone's customers' service.
- 10.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria

in the Future

- 10.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.2.1.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 10.8.2 Effective thirty (30) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 8 above.
- 10.8.3 For purposes of Section 10.8, BellSouth shall make available dark fiber transport that was in service for Blonder Tongue Telephone in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) days after the thirtieth (30th) day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 10.8.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 10.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus fifteen percent (15%).
- 10.8.6 No later than two hundred and seventy (270) days from BellSouth's CNL identifying the Subsequent Wire Center List Blonder Tongue Telephone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 14, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Blonder Tongue Telephone chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within Blonder Tongue Telephone's total special access circuits and apply any discounts to which Blonder Tongue Telephone is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 10.8.6.1 If Blonder Tongue Telephone submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable

- 10.8.6.2 If Blonder Tongue Telephone fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Blonder Tongue Telephone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 10.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Blonder Tongue Telephone's customers' service.
- 11 Blonder Tongue Telephone may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to Blonder Tongue Telephone, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.
- 12 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one (1) or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.
- 13 Commingling of Services
- 13.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Blonder Tongue Telephone has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one (1) or more such wholesale Telecommunications Services or facilities. Blonder Tongue Telephone must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 13.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that

one(1) or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

- 13.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.
- 13.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 13.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

14 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

- 14.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Blonder Tongue Telephone pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to Blonder Tongue Telephone pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from Blonder Tongue Telephone. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Blonder Tongue Telephone and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 15.3 below.
- 14.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.
- 14.3 Ordering Guidelines and Processes
- 14.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Blonder Tongue Telephone should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 14.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site.
- 14.3.3 The provisioning of Network Elements, Combinations and Other Services to Blonder Tongue Telephone's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Blonder Tongue Telephone's Collocation Space. These cross-connects are separate components that are not

considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

15 **Line Splitting**

15.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to customers over the same Loop. The voice CLEC and Data LEC may be the same or different carriers.

15.2 Line Splitting – UNE-L. If Blonder Tongue Telephone provides its own switching or obtains switching from a third party, Blonder Tongue Telephone may engage in line splitting arrangements with another CLEC using a splitter, provided by Blonder Tongue Telephone, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

15.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

15.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When Blonder Tongue Telephone owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.

15.2.1.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

15.3 CLEC Provided Splitter – Line Splitting – UNE-L

15.3.1 To order High Frequency spectrum on a particular Loop, Blonder Tongue Telephone must have a DSLAM collocated in the central office that serves the customer of such Loop.

15.3.2 Blonder Tongue Telephone may purchase, install and maintain central office POTS splitters in its collocation arrangements. Blonder Tongue Telephone may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocating set forth in Attachment 4 Central Office shall apply.

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

15.4 Maintenance – Line Splitting – UNE-L

15.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the Customer's premises and the termination point.

15.5 Indemnification

15.5.1 Blonder Tongue Telephone shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

15.6 Network Modifications

15.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

15.6.1

16 911 and E911 Databases

16.1 BellSouth shall provide Blonder Tongue Telephone with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

16.2 The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Blonder Tongue Telephone will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 16.3.1 below.

16.3 Technical Requirements

16.3.1 BellSouth's 911 database vendor shall provide Blonder Tongue Telephone the capability of providing updates to the ALI/DMS database through a specified electronic interface. Blonder Tongue Telephone shall contact BellSouth's 911 database vendor directly to request interface. Blonder Tongue Telephone shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Blonder Tongue Telephone and BellSouth shall not be liable for the transactions between Blonder Tongue Telephone and BellSouth's 911 database vendor.

16.3.2 It is Blonder Tongue Telephone's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a

daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

- 16.3.3 Blonder Tongue Telephone shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site.
- 16.3.4 Stranded Unlocks are defined as end user records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Blonder Tongue Telephone, as a new provider of local service to the end user. Stranded Unlocks are those end user records that have been "unlocked" by the previous local exchange carrier that provided service to the end user and are open for Blonder Tongue Telephone to assume responsibility for such records.
- 16.3.5 Based upon end user record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Blonder Tongue Telephone that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Blonder Tongue Telephone shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to Blonder Tongue Telephone within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Blonder Tongue Telephone shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Blonder Tongue Telephone's records.
- 17 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.
- 17.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each Customer in the MDU.
- 18 A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant.

BellSouth shall provide Blonder Tongue Telephone with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an customer's premises.

- 18.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

19 Routine Network Modifications

- 19.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

- 19.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Blonder Tongue Telephone, BellSouth will perform the RNM.

20 Line Conditioning

- 20.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such

devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

- 20.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 20.3 Any copper loop being ordered by Blonder Tongue Telephone which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Blonder Tongue Telephone, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Blonder Tongue Telephone. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.
- 20.4 Blonder Tongue Telephone may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 20.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit A.
- 20.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 20.7 If Blonder Tongue Telephone requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Blonder Tongue Telephone will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 20.8 Blonder Tongue Telephone will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Blonder Tongue Telephone desires BellSouth to condition.
- 20.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Blonder Tongue Telephone, Blonder Tongue Telephone will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Blonder Tongue Telephone is available at the location for which the ULM was requested, Blonder Tongue Telephone will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of

providing ULM, Blonder Tongue Telephone will not be charged for ULM but will only be charged the service order charges for submitting an order.

21 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to Blonder Tongue Telephone on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a sixty-four (64) Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

21.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Blonder Tongue Telephone. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

22 **EELs Audit Provisions**

22.1 BellSouth may, on an annual basis audit Blonder Tongue Telephone's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to Blonder Tongue Telephone. Such Notice of Audit will be delivered to Blonder Tongue Telephone no less than thirty (30) days prior to the date upon which BellSouth seeks to commence an audit.

22.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding Blonder Tongue Telephone's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether Blonder Tongue Telephone complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

22.3 To the extent the independent auditor's report concludes that Blonder Tongue Telephone failed to comply with the service eligibility criteria, Blonder Tongue Telephone must true-up any difference in payments, convert all noncompliant

circuits to the appropriate service, and make the correct payments on a going-forward basis.

22.4 To the extent the independent auditor's report concludes that Blonder Tongue Telephone failed to comply in all material respects with the service eligibility criteria, Blonder Tongue Telephone shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Blonder Tongue Telephone did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Blonder Tongue Telephone for its reasonable and demonstrable costs associated with the audit. Blonder Tongue Telephone will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) days of receipt of a statement of such costs.

23 Blonder Tongue Telephone shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

24 Facilities that do not terminate at a demarcation point at an customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that Blonder Tongue Telephone may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

25 Subloop Elements

25.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

25.2 Unbundled Subloop Distribution (USLD)

25.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

- USLD – Voice Grade (USLD-VG)
- Unbundled Copper Subloop (UCSL)
- USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

25.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.

25.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point

of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.

- 25.2.4 If Blonder Tongue Telephone requests a UCSL and it is not available, Blonder Tongue Telephone may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 25.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.
- 25.2.6 Upon request for USLD-INC from Blonder Tongue Telephone, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for Blonder Tongue Telephone's use on this cross-connect panel. Blonder Tongue Telephone will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 25.2.7 For access to Voice Grade USLD and UCSL, Blonder Tongue Telephone shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Blonder Tongue Telephone's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 25.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Blonder Tongue Telephone is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Blonder Tongue Telephone's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site.
- 25.2.9 The site set-up must be completed before Blonder Tongue Telephone can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Blonder Tongue Telephone's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

- 25.2.10 Once the site set-up is complete, Blonder Tongue Telephone will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Blonder Tongue Telephone requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Blonder Tongue Telephone for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 25.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.
- 25.3 Unbundled Network Terminating Wire (UNTW)
- 25.3.1 NTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 25.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer's premises.
- 25.3.3 Requirements
- 25.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 25.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 25.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the customers premises, and Blonder Tongue Telephone does own or control such wiring, Blonder Tongue Telephone will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Blonder Tongue Telephone.
- 25.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Blonder Tongue Telephone for each pair activated commensurate to the price specified in Blonder Tongue Telephone's Agreement.
- 25.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or

inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the customer is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 25.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 25.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 25.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 25.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 25.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

25.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the customer began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 Exh A | | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | |
|--|---|---------|-------|--|--------|-----------|--------------|-------|-------------------------|----------------------------------|--------------------------------------|---|---|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOME C | SOMAN | SOMAN | SOMAN | SOMAN |
| | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm | | | | | | | | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states. | | | | | | | | | | | | | | | |
| NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth. | | | | | | | | | | | | | | | |
| | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only | | | | SOME C | 3.50 | 0.00 | 3.50 | 0.00 | | | | | | |
| | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only | | | | SOMAN | 11.90 | 0.00 | 1.83 | 0.00 | | | | | | |
| UNE SERVICE DATE ADVANCEMENT CHARGE | | | | | | | | | | | | | | | |
| NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable. | | | | | | | | | | | | | | | |
| | UNE Expedite Charge per Circuit or Line Assignable USOC, per Day | | | UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNGDX, UNCNX, UNC SX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTC D1 | SDASP | 200.00 | | | | | | | | | |
| ORDER MODIFICATION CHARGE | | | | | | | | | | | | | | | |
| | Order Modification Charge (OMC) | | | | | 26.21 | 0.00 | 0.00 | 0.00 | | | | | | |
| | Order Modification Additional Dispatch Charge (OMCAD) | | | | | 150.00 | 0.00 | 0.00 | 0.00 | | | | | | |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | | |
| 2-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 | 1 | UEANL | UEAL2 | | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 | 2 | UEANL | UEAL2 | | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 | 3 | UEANL | UEAL2 | | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 | 1 | UEANL | UEASL | | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 | 2 | UEANL | UEASL | | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 | 3 | UEANL | UEASL | | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 Exh A | | | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | |
|----------|--|---------|------|-------|-------|-----------|----------------------------------|--------------------------------------|---------------------|-------|-------------------------|-------|--|---|---|---------------|-------|-------|-------|
| | | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | | | | OSS Rates(\$) | | | |
| | | | | | | | | | Rec | First | Add'l | First | | | | Add'l | SOMEK | SOMAN | SOMAN |
| | Tag Loop at End User Premise | | | UEANL | URETL | | | | | | | | | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEANL | URET1 | 8.93 | | 0.88 | | | | | | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEANL | URETA | 77.09 | | 0.00 | | | | | | | | | | | |
| | Manual Order Coordination for UVL-SL1s (per loop) | | | UEANL | UEAMC | 33.12 | | 33.12 | | | | | | | | | | | |
| | Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) | | | UEANL | OCOSL | 9.00 | | 9.00 | | | | | | | | | | | |
| | Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.) | | | UEANL | UEANM | 23.02 | | | | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1) | | | UEANL | UREWO | 13.49 | | | | | | | | | | | | | |
| | Bulk Migration, per 2 Wire Voice Loop-SL1 | | | UEANL | UREPN | 15.78 | | 8.94 | 25.62 | 6.57 | | | | | | | | | |
| | Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1 | | | UEANL | UREPM | 49.57 | | 22.83 | 25.62 | 6.57 | | | | | | | | | |
| | 2-WIRE Unbundled COPPER LOOP | | | | | | | | | | | | | | | | | | |
| | 2-Wire Unbundled Copper Loop - Non-Designed Zone 1 | | 1 | UEQ | UEQ2X | 7.69 | | 44.98 | 20.90 | 24.88 | 6.45 | | | | | | | | |
| | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 | | 2 | UEQ | UEQ2X | 10.92 | | 44.98 | 20.90 | 24.88 | 6.45 | | | | | | | | |
| | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 | | 3 | UEQ | UEQ2X | 19.38 | | 44.98 | 20.90 | 24.88 | 6.45 | | | | | | | | |
| | Tag Loop at End User Premise | | | UEQ | URETL | | | 8.93 | | 0.88 | | | | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEQ | URET1 | | | 48.65 | | 0.00 | | | | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEQ | URETA | | | 23.95 | | 23.95 | | | | | | | | | |
| | Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop) | | | UEQ | USBMC | | | 9.00 | | 9.00 | | | | | | | | | |
| | Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.) | | | UEQ | UEQMU | | | 13.49 | | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND) | | | UEQ | UREWO | | | 14.27 | | 7.43 | 24.88 | 6.45 | | | | | | | |
| | Bulk Migration, per 2 Wire UCL-ND | | | UEQ | UREPN | | | 44.98 | | 20.90 | 24.88 | 6.45 | | | | | | | |
| | Bulk Migration Order Coordination, per 2 Wire UCL-ND | | | UEQ | UREPM | | | 9.00 | | 9.00 | | | | | | | | | |
| | UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | | | | | |
| | 2-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 | | 1 | UEA | UEAL2 | 12.24 | | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 | | 2 | UEA | UEAL2 | 17.40 | | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 | | 3 | UEA | UEAL2 | 30.87 | | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 | | 1 | UEA | UEAR2 | 12.24 | | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 | | 2 | UEA | UEAR2 | 17.40 | | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 | | 3 | UEA | UEAR2 | 30.87 | | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO) | | | UEA | URES� | | | 8.98 | | 8.98 | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO) | | | UEA | URESP | | | 8.98 | | 8.98 | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UEA | UREWO | | | 87.71 | | 36.35 | | | | | | | | | |
| | Loop Tagging - Service Level 2 (SL2) | | | UEA | URETL | | | 11.21 | | 1.10 | | | | | | | | | |
| | Bulk Migration, per 2 Wire Voice Loop-SL2 | | | UEA | UREPN | | | 135.75 | | 82.47 | | | | | | | | | |
| | Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2 | | | UEA | UREPM | | | 0.00 | | 0.00 | | | | | | | | | |
| | 4-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 1 | | 1 | UEA | UEAL4 | 18.89 | | 167.86 | 115.15 | 67.08 | 15.56 | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 2 | | 2 | UEA | UEAL4 | 26.84 | | 167.86 | 115.15 | 67.08 | 15.56 | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 3 | | 3 | UEA | UEAL4 | 47.62 | | 167.86 | 115.15 | 67.08 | 15.56 | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO) | | | UEA | URES� | | | 8.98 | | 8.98 | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO) | | | UEA | URESP | | | 8.98 | | 8.98 | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UEA | UREWO | | | 87.71 | | 36.35 | | | | | | | | | |
| | 2-WIRE ISDN DIGITAL GRADE LOOP | | | | | | | | | | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 Exh A | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | | | |
|--------------------------------------|---|---------|------|-----|-------|-----------|----------------------------------|--------------------------------------|--|--|---|---|---|--------------|--|-------------------------|--|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | OSS Rates(\$) | | | | | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOMEK | SOMAN | SOMAN |
| | | | | | | | | | | | | | | | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - Zone 1 | | 1 | UDN | U1L2X | 19.28 | 147.69 | 94.41 | 62.23 | 10.71 | | | | | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - Zone 2 | | 2 | UDN | U1L2X | 27.40 | 147.69 | 94.41 | 62.23 | 10.71 | | | | | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - Zone 3 | | 3 | UDN | U1L2X | 48.62 | 147.69 | 94.41 | 62.23 | 10.71 | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UDN | UREWO | | 91.61 | 44.15 | | | | | | | | | | | | |
| | 2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | | | | | |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1 | | 1 | UAL | UAL2X | 8.30 | 149.53 | 103.85 | 75.05 | 15.63 | | | | | | | | | | |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2 | | 2 | UAL | UAL2X | 11.80 | 149.53 | 103.85 | 75.05 | 15.63 | | | | | | | | | | |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3 | | 3 | UAL | UAL2X | 20.94 | 149.53 | 103.85 | 75.05 | 15.63 | | | | | | | | | | |
| | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1 | | 1 | UAL | UAL2W | 8.30 | 124.83 | 71.12 | 60.64 | 9.12 | | | | | | | | | | |
| | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2 | | 2 | UAL | UAL2W | 11.80 | 124.83 | 71.12 | 60.64 | 9.12 | | | | | | | | | | |
| | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3 | | 3 | UAL | UAL2W | 20.94 | 124.83 | 71.12 | 60.64 | 9.12 | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UAL | UREWO | | 86.19 | 40.39 | | | | | | | | | | | | |
| | 2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1 | | 1 | UHL | UHL2X | 7.22 | 159.09 | 113.41 | 75.05 | 15.63 | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2 | | 2 | UHL | UHL2X | 10.26 | 159.09 | 113.41 | 75.05 | 15.63 | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3 | | 3 | UHL | UHL2X | 18.21 | 159.09 | 113.41 | 75.05 | 15.63 | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL2W | 7.22 | 134.40 | 80.69 | 60.64 | 9.12 | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL2W | 10.26 | 134.40 | 80.69 | 60.64 | 9.12 | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL2W | 18.21 | 134.40 | 80.69 | 60.64 | 9.12 | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UHL | UREWO | | 86.12 | 40.39 | | | | | | | | | | | | |
| | 4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | | | | | |
| | 4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL4X | 10.86 | 193.31 | 138.98 | 77.15 | 12.61 | | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4X | 15.44 | 193.31 | 138.98 | 77.15 | 12.61 | | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4X | 27.39 | 193.31 | 138.98 | 77.15 | 12.61 | | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL4W | 10.86 | 168.62 | 115.47 | 62.74 | 11.22 | | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4W | 15.44 | 168.62 | 115.47 | 62.74 | 11.22 | | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4W | 27.39 | 168.62 | 115.47 | 62.74 | 11.22 | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UHL | UREWO | | 86.12 | 40.39 | | | | | | | | | | | | |
| | 4-WIRE DS1 DIGITAL LOOP | | | | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 1 | | 1 | USL | USLXX | 70.74 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 2 | | 2 | USL | USLXX | 100.54 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 3 | | 3 | USL | USLXX | 178.39 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1) | | | USL | URES | | 8.98 | 8.98 | | | | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1) | | | USL | URESP | | 8.98 | 8.98 | | | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | USL | UREWO | | 101.07 | 43.04 | | | | | | | | | | | | |
| | 4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP | | | | | | | | | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1 | | 1 | UDL | UDL2X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2 | | 2 | UDL | UDL2X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3 | | 3 | UDL | UDL2X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | |

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 Exh A | | | | | | |
|----------|--|---------|------|------------------------------|-------|-----------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|-------|--------|-------|
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | |
| | | | | | | | First | Add'l | First | | | | | | | Add'l | SOMECS | SOMAN |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1 | | 1 | UDL | UDL4X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2 | | 2 | UDL | UDL4X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3 | | 3 | UDL | UDL4X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1 | | 1 | UDL | UDL9X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2 | | 2 | UDL | UDL9X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3 | | 3 | UDL | UDL9X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 1 | | 1 | UDL | UDL19 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 2 | | 2 | UDL | UDL19 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 3 | | 3 | UDL | UDL19 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 1 | | 1 | UDL | UDL56 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 2 | | 2 | UDL | UDL56 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 3 | | 3 | UDL | UDL56 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 1 | | 1 | UDL | UDL64 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 2 | | 2 | UDL | UDL64 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 3 | | 3 | UDL | UDL64 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | UDL | URES | | 8.98 | 8.98 | | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | UDL | URESP | | 8.98 | 8.98 | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UDL | UREWO | | 102.11 | 49.74 | | | | | | | | | | |
| | 2-WIRE Unbundled COPPER LOOP | | | | | | | | | | | | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1 | | 1 | UCL | UCLPB | 8.30 | 148.50 | 102.82 | 75.05 | 15.63 | | | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2 | | 2 | UCL | UCLPB | 11.80 | 148.50 | 102.82 | 75.05 | 15.63 | | | | | | | | |
| | 2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3 | | 3 | UCL | UCLPB | 20.94 | 148.50 | 102.82 | 75.05 | 15.63 | | | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1 | | 1 | UCL | UCLPW | 8.30 | 123.81 | 70.09 | 60.64 | 9.12 | | | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2 | | 2 | UCL | UCLPW | 11.80 | 123.81 | 70.09 | 60.64 | 9.12 | | | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3 | | 3 | UCL | UCLPW | 20.94 | 123.81 | 70.09 | 60.64 | 9.12 | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des) | | | UCL | UREWO | | 97.21 | 42.47 | | | | | | | | | | |
| | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 9.00 | 9.00 | | | | | | | | | | |
| | 4-WIRE COPPER LOOP | | | | | | | | | | | | | | | | | |
| | 4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1 | | 1 | UCL | UCL4S | 11.83 | 177.87 | 132.76 | 77.15 | 17.73 | | | | | | | | |
| | 4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2 | | 2 | UCL | UCL4S | 16.81 | 177.87 | 132.76 | 77.15 | 17.73 | | | | | | | | |
| | 4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3 | | 3 | UCL | UCL4S | 29.82 | 177.87 | 132.76 | 77.15 | 17.73 | | | | | | | | |
| | 4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1 | | 1 | UCL | UCL4W | 11.83 | 153.18 | 100.03 | 62.74 | 11.22 | | | | | | | | |
| | 4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2 | | 2 | UCL | UCL4W | 16.81 | 153.18 | 100.03 | 62.74 | 11.22 | | | | | | | | |
| | 4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3 | | 3 | UCL | UCL4W | 29.82 | 153.18 | 100.03 | 62.74 | 11.22 | | | | | | | | |
| | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 9.00 | 9.00 | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UCL | UREWO | | 97.21 | 42.47 | | | | | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UEA, UDN, UAL, UHL, UDL, USL | OCOSL | | 23.02 | | | | | | | | | | | |
| | Rearrangements | | | | | | | | | | | | | | | | | |
| | EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2 | | | UEA | UREEL | | 87.71 | 36.35 | | | | | | | | | | |
| | EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop | | | UEA | UREEL | | 87.71 | 36.35 | | | | | | | | | | |
| | EEL to UNE-L Retermination, per 2 Wire ISDN Loop | | | UDN | UREEL | | 91.61 | 44.15 | | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 | Exh A | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | | | | |
|--|--|---------|------|-------|-------|-----------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|---|---|---|---|---------------|-------|-------|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | OSS Rates(\$) | | | | | |
| | | | | | | | First | Add'l | First | | | | | | | Add'l | SOMEc | SOMAN | SOMAN | SOMAN | SOMAN |
| | EEL to UNE-L, Retermination, per 4 Wire Unbundled Digital Loop | | | UDL | UREEL | | 102.11 | 49.74 | | | | | | | | | | | | | |
| | EEL to UNE-L, Retermination, per 4 Wire Unbundled DS1 Loop | | | USL | UREEL | | 101.07 | 43.04 | | | | | | | | | | | | | |
| UNE LOOP COMMINGLING | | | | | | | | | | | | | | | | | | | | | |
| 2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING | | | | | | | | | | | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 | | 1 | NTCVG | UEAL2 | 12.24 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 | | 2 | NTCVG | UEAL2 | 17.40 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 | | 3 | NTCVG | UEAL2 | 30.87 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 | | 1 | NTCVG | UEAR2 | 12.24 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 | | 2 | NTCVG | UEAR2 | 17.40 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 | | 3 | NTCVG | UEAR2 | 30.87 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | NTCVG | URES | | 8.98 | 8.98 | | | | | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | NTCVG | URES | | 8.98 | 8.98 | | | | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | NTCVG | UREWO | | 87.71 | 36.35 | | | | | | | | | | | | | |
| | Loop Tagging - Service Level 2 (SL2) | | | NTCVG | URETL | | 11.21 | 1.10 | | | | | | | | | | | | | |
| 4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING | | | | | | | | | | | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 1 | | 1 | NTCVG | UEAL4 | 18.89 | 167.86 | 115.15 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 2 | | 2 | NTCVG | UEAL4 | 26.84 | 167.86 | 115.15 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 3 | | 3 | NTCVG | UEAL4 | 47.62 | 167.86 | 115.15 | 67.08 | 15.56 | | | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | NTCVG | URES | | 8.98 | 8.98 | | | | | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | NTCVG | URES | | 8.98 | 8.98 | | | | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | NTCVG | UREWO | | 87.71 | 36.35 | | | | | | | | | | | | | |
| 4-WIRE DS1 DIGITAL LOOP - COMMINGLING | | | | | | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 1 | | 1 | NTCD1 | USLXX | 70.74 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 2 | | 2 | NTCD1 | USLXX | 100.54 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 3 | | 3 | NTCD1 | USLXX | 178.39 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1) | | | NTCD1 | URES | | 8.98 | 8.98 | | | | | | | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1) | | | NTCD1 | URES | | 8.98 | 8.98 | | | | | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | NTCD1 | UREWO | | 101.07 | 43.04 | | | | | | | | | | | | | |
| 4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING | | | | | | | | | | | | | | | | | | | | | |
| | 3 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1 | | 1 | NTCUD | UDL2X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2 | | 2 | NTCUD | UDL2X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3 | | 3 | NTCUD | UDL2X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1 | | 1 | NTCUD | UDL4X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2 | | 2 | NTCUD | UDL4X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3 | | 3 | NTCUD | UDL4X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1 | | 1 | NTCUD | UDL9X | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2 | | 2 | NTCUD | UDL9X | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3 | | 3 | NTCUD | UDL9X | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 1 | | 1 | NTCUD | UDL19 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 2 | | 2 | NTCUD | UDL19 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 3 | | 3 | NTCUD | UDL19 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 1 | | 1 | NTCUD | UDL56 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 2 | | 2 | NTCUD | UDL56 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 3 | | 3 | NTCUD | UDL56 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 1 | | 1 | NTCUD | UDL64 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 2 | | 2 | NTCUD | UDL64 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | | | | | |
|--------------------------------------|---|---------|------|---|--------|-----------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 Exh A | | | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | First | Add'l | First | Add'l | SOMEc | SOMAN | OSS Rates(\$) | | | |
| | | | | | | | | | | | | SOMAN | SOMAN | SOMAN | SOMAN |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 3 | | 3 | NTCUD | UDL64 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | NTCUD | URES L | | 8.98 | 8.98 | | | | | | | |
| | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | NTCUD | URES P | | 8.98 | 8.98 | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | NTCUD | UREWO | | 102.11 | 49.74 | | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | NTCVG, NTCUD, NTC D1 | OCOSL | | 23.02 | | | | | | | | |
| LOOP MODIFICATION | | | | | | | | | | | | | | | |
| | Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop | | | UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB | ULM2L | | 0.00 | 0.00 | | | | | | | |
| | Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop | | | UHL, UCL, UEA | ULM4L | | 0.00 | 0.00 | | | | | | | |
| | Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop | | | UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB | ULMBT | | 10.52 | 10.52 | | | | | | | |
| SUB-LOOPS | | | | | | | | | | | | | | | |
| Sub-Loop Distribution | | | | | | | | | | | | | | | |
| | Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up | | | UEANL, UEF | USBSA | | 487.23 | | | | | | | | |
| | Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up | | | UEANL, UEF | USBSB | | 6.25 | | | | | | | | |
| | Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up | | | UEANL | USBSC | | 169.25 | | | | | | | | |
| | Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up | | | UEANL | USBSD | | 38.65 | | | | | | | | |
| | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1 | | 1 | UEANL | USBN2 | 6.46 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | |
| | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2 | | 2 | UEANL | USBN2 | 9.18 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | |
| | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3 | | 3 | UEANL | USBN2 | 16.29 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1 | | 1 | UEANL | USBN4 | 7.37 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2 | | 2 | UEANL | USBN4 | 10.47 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3 | | 3 | UEANL | USBN4 | 18.58 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | |
| | Sub-Loop 2-Wire Intra Building Network Cable (INC) | | | UEANL | USBR2 | 3.96 | 51.84 | 13.44 | 47.50 | 5.26 | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | |
| | Sub-Loop 4-Wire Intra Building Network Cable (INC) | | | UEANL | USBR4 | 9.37 | 55.91 | 17.51 | 49.71 | 6.60 | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEANL | URET1 | | 77.09 | 0.00 | | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEANL | URET A | | 33.12 | 33.12 | | | | | | | |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1 | | 1 | UEF | UCS2X | 5.15 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2 | | 2 | UEF | UCS2X | 7.31 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3 | | 3 | UEF | UCS2X | 12.98 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEF | USBMC | | 9.00 | 9.00 | | | | | | | |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1 | | 1 | UEF | UCS4X | 5.36 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 Exh A | | | | | | | | | | |
|--------------------------------------|---|---------|------|--|-------|-----------|----------------------------------|--------------------------------------|--|--|---|---|---------------|--------------|--|-------------------------|--|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | OSS Rates(\$) | | | | | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOMEc | SOMAN | SOMAN |
| | | | | | | | | | | | | | | | | | | | | |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2 | | 2 | UEF | UCS4X | 7.61 | | | | | | | | | | | | | | |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3 | | 3 | UEF | UCS4X | 13.51 | | | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEF | USBMC | 9.00 | | | | | | | | | | | | | | |
| | Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops | | | UEF, UEANL | URETL | 8.93 | | | | | | | | | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEF | URET1 | 48.65 | | | | | | | | | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEF | URETA | 23.95 | | | | | | | | | | | | | | |
| | Unbundled Sub-Loop Modification | | | | | | | | | | | | | | | | | | | |
| | Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR | | | UEF | ULM2X | 10.11 | | | | | | | | | | | | | | |
| | Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR | | | UEF | ULM4X | 10.11 | | | | | | | | | | | | | | |
| | Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop | | | UEF | ULMBT | 15.58 | | | | | | | | | | | | | | |
| | Unbundled Network Terminating Wire (UNTW) | | | | | | | | | | | | | | | | | | | |
| | Unbundled Network Terminating Wire (UNTW) per Pair | | | UENTW | UENPP | 0.4572 | | | | | | | | | | | | | | |
| | Network Interface Device (NID) | | | | | | | | | | | | | | | | | | | |
| | Network Interface Device (NID) - 1-2 lines | | | UENTW | UND12 | 71.49 | | | | | | | | | | | | | | |
| | Network Interface Device (NID) - 1-6 lines | | | UENTW | UND16 | 113.89 | | | | | | | | | | | | | | |
| | Network Interface Device Cross Connect - 2 W | | | UENTW | UNDC2 | 7.63 | | | | | | | | | | | | | | |
| | Network Interface Device Cross Connect - 4W | | | UENTW | UNDC4 | 7.63 | | | | | | | | | | | | | | |
| | UNE OTHER, PROVISIONING ONLY - NO RATE | | | | | | | | | | | | | | | | | | | |
| | Unbundled Contact Name, Provisioning Only - no rate | | | UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL | UNECN | 0.00 | | | | | | | | | | | | | | |
| | Unbundled DS1 Loop - Superframe Format Option - no rate | | | USL, NTCDD1 | CCOSF | 0.00 | | | | | | | | | | | | | | |
| | Unbundled DS1 Loop - Expanded Superframe Format option - no rate | | | USL, NTCDD1 | CCOEF | 0.00 | | | | | | | | | | | | | | |
| | NID - Dispatch and Service Order for NID installation | | | UENTW | UNDBX | 0.00 | | | | | | | | | | | | | | |
| | UNTW Circuit Establishment, Provisioning Only - No Rate | | | UENTW | UENCE | 0.00 | | | | | | | | | | | | | | |
| | LOOP MAKE-UP | | | | | | | | | | | | | | | | | | | |
| | Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) | | | UMK | UMKLV | 52.17 | | | | | | | | | | | | | | |
| | Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) | | | UMK | UMKLP | 55.07 | | | | | | | | | | | | | | |
| | Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized) | | | UMK | UMKMQ | 0.6784 | | | | | | | | | | | | | | |
| | LINE SPLITTING | | | | | | | | | | | | | | | | | | | |
| | END USER ORDERING-CENTRAL OFFICE BASED | | | | | | | | | | | | | | | | | | | |
| | Line Splitting - per line activation DLEC owned splitter | | | UEPSR UEPSB | UREOS | 0.61 | | | | | | | | | | | | | | |
| | Line Splitting - per line activation BST owned - physical | | | UEPSR UEPSB | UREBP | 0.61 | 29.68 | 21.28 | 19.57 | 9.61 | | | | | | | | | | |
| | Line Splitting - per line activation BST owned - virtual | | | UEPSR UEPSB | UREBV | 1.134 | 29.68 | 21.28 | 19.57 | 9.61 | | | | | | | | | | |
| | END USER ORDERING - REMOTE SITE LINE SPLITTING | | | | | | | | | | | | | | | | | | | |
| | UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | | | | | | |
| | 2-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1 | | 1 | UEPSR UEPSB | UEALS | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1 | | 1 | UEPSR UEPSB | UEABS | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2 | | 2 | UEPSR UEPSB | UEALS | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2 | | 2 | UEPSR UEPSB | UEABS | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | 3 | UEPSR UEPSB | UEALS | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | | |

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 Exh A | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
|----------|--|---------|------|-------------|-------|-----------|----------------------------------|--------------------------------------|---|---|--|---|---|
| | | | | | | | | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | | | |
| | | | | | | | | | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | |
| | | | | | | Rec | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | 3 | UEPSR UEPSB | UEABS | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | PHYSICAL COLLOCATION | | | | | | | | | | | | |
| | Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting | | | UEPSR UEPSB | PE1LS | 0.0276 | 8.22 | 7.22 | 5.74 | 4.58 | | | |
| | VIRTUAL COLLOCATION | | | | | | | | | | | | |
| | Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting | | | UEPSR UEPSB | VE1LS | 0.0502 | 11.57 | 11.57 | 0.00 | 0.00 | | | |
| | UNBUNDLED DEDICATED TRANSPORT | | | | | | | | | | | | |
| | INTEROFFICE CHANNEL - DEDICATED TRANSPORT | | | | | | | | | | | | |
| | Interoffice Channel - 2-Wire Voice Grade - per mile | | | U1TVX | 1L5XX | 0.0091 | | | | | | | |
| | Interoffice Channel - 2-Wire Voice Grade - Facility Termination | | | U1TVX | U1TV2 | 25.32 | 47.35 | 31.78 | 18.31 | 7.03 | | | |
| | Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile | | | U1TVX | 1L5XX | 0.0091 | | | | | | | |
| | Interoffice Channel - 4-Wire Voice Grade - per mile | | | U1TVX | 1L5XX | 0.0091 | | | | | | | |
| | Interoffice Channel - 4-Wire Voice Grade - Facility Termination | | | U1TVX | U1TV4 | 22.58 | 47.35 | 31.78 | 18.31 | 7.03 | | | |
| | Interoffice Channel - 56 kbps - per mile | | | U1TDX | 1L5XX | 0.0091 | | | | | | | |
| | Interoffice Channel - 56 kbps - Facility Termination | | | U1TDX | U1TD5 | 18.44 | 47.35 | 31.78 | 18.31 | 7.03 | | | |
| | Interoffice Channel - 64 kbps - per mile | | | U1TDX | 1L5XX | 0.0091 | | | | | | | |
| | Interoffice Channel - 64 kbps - Facility Termination | | | U1TDX | U1TD6 | 18.44 | 47.35 | 31.78 | 18.31 | 7.03 | | | |
| | Interoffice Channel - DS1 - per mile | | | U1TD1 | 1L5XX | 0.1856 | | | | | | | |
| | Interoffice Channel - DS1 - Facility Termination | | | U1TD1 | U1TF1 | 88.44 | 105.54 | 98.47 | 21.47 | 19.05 | | | |
| | Interoffice Channel - DS3 - per mile | | | U1TD3 | 1L5XX | 3.87 | | | | | | | |
| | Interoffice Channel - DS3 - Facility Termination | | | U1TD3 | U1TF3 | 1,071.00 | 335.46 | 219.28 | 72.03 | 70.56 | | | |
| | Interoffice Channel - STS-1 - per mile | | | U1TS1 | 1L5XX | 3.87 | | | | | | | |
| | Interoffice Channel - STS-1 - Facility Termination | | | U1TS1 | U1TFS | 1,056.00 | 335.46 | 219.28 | 72.03 | 70.56 | | | |
| | UNBUNDLED DARK FIBER - Stand Alone or in Combination | | | | | | | | | | | | |
| | Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | UDF, UDFCX | 1L5DF | 26.85 | | | | | | | |
| | Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | UDF, UDFCX | UDF14 | | 751.34 | 193.88 | | | | | |
| | HIGH CAPACITY UNBUNDLED LOCAL LOOP | | | | | | | | | | | | |
| | DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone | | | | | | | | | | | | |
| | DS3 Unbundled Local Loop - per mile | | | UE3 | 1L5ND | 10.92 | | | | | | | |
| | DS3 Unbundled Local Loop - Facility Termination | | | UE3 | UE3PX | 386.88 | 556.37 | 343.01 | 139.13 | 96.84 | | | |
| | STS-1 Unbundled Local Loop - per mile | | | UDLSX | 1L5ND | 10.92 | | | | | | | |
| | STS-1 Unbundled Local Loop - Facility Termination | | | UDLSX | UDLS1 | 426.60 | 556.37 | 343.01 | 139.13 | 96.84 | | | |
| | ENHANCED EXTENDED LINK (EELs) | | | | | | | | | | | | |
| | Network Elements Used in Combinations | | | | | | | | | | | | |
| | 2-Wire VG Loop (SL2) in Combination - Zone 1 | | 1 | UNCVX | UEAL2 | 12.24 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 2-Wire VG Loop (SL2) in Combination - Zone 2 | | 2 | UNCVX | UEAL2 | 17.40 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 2-Wire VG Loop (SL2) in Combination - Zone 3 | | 3 | UNCVX | UEAL2 | 30.87 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 4-Wire Analog Voice Grade Loop in Combination - Zone 1 | | 1 | UNCVX | UEAL4 | 18.89 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 4-Wire Analog Voice Grade Loop in Combination - Zone 2 | | 2 | UNCVX | UEAL4 | 26.64 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 4-Wire Analog Voice Grade Loop in Combination - Zone 3 | | 3 | UNCVX | UEAL4 | 47.62 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 2-Wire ISDN Loop in Combination - Zone 1 | | 1 | UNCNX | U1L2X | 19.28 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 2-Wire ISDN Loop in Combination - Zone 2 | | 2 | UNCNX | U1L2X | 27.40 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 2-Wire ISDN Loop in Combination - Zone 3 | | 3 | UNCNX | U1L2X | 48.62 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1 | | 1 | UNCDX | UDL56 | 22.20 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2 | | 2 | UNCDX | UDL56 | 31.56 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3 | | 3 | UNCDX | UDL56 | 55.99 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1 | | 1 | UNCDX | UDL64 | 22.20 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2 | | 2 | UNCDX | UDL64 | 31.56 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3 | | 3 | UNCDX | UDL64 | 55.99 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 1 | | 1 | UNC1X | USLXX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 2 | | 2 | UNC1X | USLXX | 100.54 | 217.75 | 121.62 | 51.44 | 14.45 | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 3 | | 3 | UNC1X | USLXX | 178.39 | 217.75 | 121.62 | 51.44 | 14.45 | | | |
| | DS3 Local Loop in combination - per mile | | | UNC3X | 1L5ND | 10.92 | | | | | | | |
| | DS3 Local Loop in combination - Facility Termination | | | UNC3X | UE3PX | 386.88 | 244.42 | 154.73 | 67.10 | 26.27 | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | | Attachment: 2 Exh A | | | | | | | | |
|--------------------------------------|---|---------|------|---|-------|-----------|----------------------------------|--------------------------------------|--|--|---|---|---------------|--------------|-------|-------------------------|--|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | OSS Rates(\$) | | | | | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOMEK | SOMAN | SOMAN |
| | | | | | | | | | | | | | First | Add'l | First | Add'l | | | | |
| | STS-1 Local Loop in combination - per mile | | | UNCSX | 1L5ND | 10.92 | | | | | | | | | | | | | | |
| | STS-1 Local Loop in combination - Facility Termination | | | UNCSX | UDLS1 | 426.60 | | | | | | | 244.42 | 154.73 | 67.10 | 26.27 | | | | |
| | Interoffice Channel in combination - 2-wire VG - per mile | | | UNCVX | 1L5XX | 0.0091 | | | | | | | | | | | | | | |
| | Interoffice Channel in combination - 2-wire VG - Facility Termination | | | UNCVX | U1TV2 | 25.32 | | | | | | | 94.70 | 52.59 | 45.28 | 18.03 | | | | |
| | Interoffice Channel in combination - 4-wire VG - per mile | | | UNCVX | 1L5XX | 0.0091 | | | | | | | | | | | | | | |
| | Interoffice Channel in combination - 4-wire VG - Facility Termination | | | UNCVX | U1TV4 | 22.58 | | | | | | | 94.70 | 52.59 | 45.28 | 18.03 | | | | |
| | Interoffice Channel in combination - 4-wire 56 kbps - per mile | | | UNCDX | 1L5XX | 0.0091 | | | | | | | | | | | | | | |
| | Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination | | | UNCDX | U1TD5 | 18.44 | | | | | | | 94.70 | 52.59 | 45.28 | 18.03 | | | | |
| | Interoffice Channel in combination - 4-wire 64 kbps - per mile | | | UNCDX | 1L5XX | 0.0091 | | | | | | | | | | | | | | |
| | Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination | | | UNCDX | U1TD6 | 18.44 | | | | | | | 94.70 | 52.59 | 45.28 | 18.03 | | | | |
| | Interoffice Channel in combination - DS1 - per mile | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | | | | | |
| | Interoffice Channel in combination - DS1 Facility Termination | | | UNC1X | U1TF1 | 88.44 | | | | | | | 174.46 | 122.46 | 45.61 | 17.95 | | | | |
| | Interoffice Channel in combination - DS3 - per mile | | | UNC3X | 1L5XX | 3.87 | | | | | | | | | | | | | | |
| | Interoffice Channel in combination - DS3 - Facility Termination | | | UNC3X | U1TF3 | 1,071.00 | | | | | | | 320.00 | 138.20 | 38.60 | 18.81 | | | | |
| | Interoffice Channel in combination - STS-1 - per mile | | | UNCSX | 1L5XX | 3.87 | | | | | | | | | | | | | | |
| | Interoffice Channel in combination - STS-1 Facility Termination | | | UNCSX | U1TFS | 1,056.00 | | | | | | | 320.00 | 138.20 | 38.60 | 18.81 | | | | |
| ADDITIONAL NETWORK ELEMENTS | | | | | | | | | | | | | | | | | | | | |
| Optional Features & Functions: | | | | | | | | | | | | | | | | | | | | |
| | Clear Channel Capability Extended Frame Option - per DS1 | I | | U1TD1, ULDD1, UNC1X | CCOEF | 0.00 | | | | | | | 0.00 | 0.00 | | | | | | |
| | Clear Channel Capability Super FrameOption - per DS1 | I | | U1TD1, ULDD1, UNC1X | CCOSF | 0.00 | | | | | | | 0.00 | 0.00 | | | | | | |
| | Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1 | I | | ULDD1, U1TD1, UNC1X, USL | NRCCC | 184.92 | | | | | | | 23.82 | 2.07 | 0.80 | | | | | |
| | C-bit Parity Option - Subsequent Activity - per DS3 | I | | U1TD3, ULDD3, UE3, UNC3X | NRCC3 | 219.09 | | | | | | | 7.67 | 0.773 | 0.00 | | | | | |
| | DS1/DS0 Channel System | | | UNC1X | MO1 | 146.77 | | | | | | | 57.28 | 14.74 | 1.50 | 1.34 | | | | |
| | DS3/DS1 Channel System | | | UNC3X, UNCSX | MO3 | 211.19 | | | | | | | 115.60 | 56.54 | 12.16 | 4.26 | | | | |
| | Voice Grade COCI in combination | | | UNCVX | 1D1VG | 1.38 | | | | | | | 6.71 | 4.84 | | | | | | |
| | Voice Grade COCI - for Stand Alone Local Loop | | | UEA | 1D1VG | 1.38 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation | | | U1TUC | 1D1VG | 1.38 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | OCU-DP COCI (2.4-64kbs) in combination | | | UNCDX | 1D1DD | 2.10 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop | | | UDL | 1D1DD | 2.10 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation | | | U1TUD | 1D1DD | 2.10 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | 2-wire ISDN COCI (BRITE) in combination | | | UNCNX | UC1CA | 3.66 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | 2-wire ISDN COCI (BRITE) - for a Local Loop | | | UDN | UC1CA | 3.66 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | 2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation | | | U1TUB | UC1CA | 3.66 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | DS1 COCI in combination | | | UNC1X | UC1D1 | 13.76 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | DS1 COCI - for Stand Alone Local Channel | | | ULDD1 | UC1D1 | 13.76 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | DS1 COCI - for Stand Alone Interoffice Channel | | | U1TD1 | UC1D1 | 13.76 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | DS1 COCI - for Stand Alone Local Loop | | | USL | UC1D1 | 13.76 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation | | | U1TUA | UC1D1 | 13.76 | | | | | | | 6.71 | 4.84 | 0.00 | 0.00 | | | | |
| | Wholesale - LINE, Switch-As-Is Conversion Charge | | | UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST | UNCCC | 8.98 | | | | | | | 8.98 | 8.98 | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | Attachment: 2 Exh A | | | | | | | | | |
|--------------------------------------|---|---------|------|--|-------|-----------|----------------------------------|--------------------------------------|--|--|---|---|---------------|--------------|-------|-------------------------|--|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | OSS Rates(\$) | | | | | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOMEC | SOMAN | SOMAN |
| | | | | | | | | | | | | | First | Add'l | First | Add'l | | | | |
| | Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR) | | | U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3 | URES | 8.98 | | 8.98 | | | | | | | | | | | | |
| | Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet | | | U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3 | URES | 8.98 | | 8.98 | | | | | | | | | | | | |
| | Access to DCS - Customer Reconfiguration (FlexServ) | | | | | | | | | | | | | | | | | | | |
| | Customer Reconfiguration Establishment | | | | | | | 1.63 | | | | | | | | | | | | |
| | DS1 DCS Termination with DS0 Switching | | | | | 27.39 | | 32.89 | | 23.58 | | | | | | | | | | |
| | DS1 DCS Termination with DS1 Switching | | | | | 11.70 | | 25.07 | | 15.76 | | | | | | | | | | |
| | DS3 DCS Termination with DS1 Switching | | | | | 146.81 | | 32.89 | | 23.58 | | | | | | | | | | |
| | Node (SynchroNet) | | | | | | | | | | | | | | | | | | | |
| | Node per month | | | UNCDX | UNCNT | 16.35 | | | | | | | | | | | | | | |
| | Service Rearrangements | | | | | | | | | | | | | | | | | | | |
| | NRC - Change in Facility Assignment per circuit Service Rearrangement | | | U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULVDX, ULDDX, UNCVX, UNCDX, UNC1X | URETD | 101.07 | | 43.04 | | | | | | | | | | | | |
| | NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed) | | | U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULVDX, ULDDX, UNCVX, UNCDX, UNC1X | URETB | 3.67 | | 3.67 | | | | | | | | | | | | |
| | NRC - Order Coordination Specific Time - Dedicated Transport | | | UNC1X, UNC3X | OCOSR | 18.90 | | 18.90 | | | | | | | | | | | | |
| | UNE Reconfiguration Change Charge per Circuit | | | UNC1X | URERC | 35.00 | | 35.00 | | | | | | | | | | | | |
| | UNE Reconfiguration Change Charge per Circuit Project Managed | | | UNC1X | URERP | 3.67 | | 3.67 | | | | | | | | | | | | |
| | COMMINGLING | | | | | | | | | | | | | | | | | | | |
| | Commingling Authorization | | | UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDD1, ULDD3, ULDS1 | CMGAU | 0.00 | | 0.00 | | 0.00 | | | | | | | | | | |
| | Commingled (UNE part of single bandwidth circuit) | | | | | | | | | | | | | | | | | | | |
| | Commingled VG COCI | | | XDV2X, NTCVG | 1D1VG | 1.38 | | 6.71 | | 4.84 | | | | | | | | | | |
| | Commingled Digital COCI | | | XDV6X, NTCUD | 1D1DD | 2.10 | | 6.71 | | 4.84 | | | | | | | | | | |
| | Commingled ISDN COCI | | | XDD4X | UC1CA | 3.66 | | 6.71 | | 4.84 | | | | | | | | | | |
| | Commingled 2-wire VG Interoffice Channel | | | XDV2X | U1TV2 | 25.32 | | 94.70 | | 52.59 | | | | | | | | | | |
| | Commingled 4-wire VG Interoffice Channel | | | XDV6X | U1TV4 | 22.58 | | 94.70 | | 52.59 | | | | | | | | | | |
| | Commingled 56kbps Interoffice Channel | | | XDD4X | U1TD5 | 18.44 | | 94.70 | | 52.59 | | | | | | | | | | |
| | Commingled 64kbps Interoffice Channel | | | XDD4X | U1TD6 | 18.44 | | 94.70 | | 52.59 | | | | | | | | | | |
| | Commingled VG/DS0 Interoffice Channel Mileage | | | XDV2X, XDV6X, XDD4X | 1L5XX | 0.0091 | | | | | | | | | | | | | | |
| | Commingled 2-wire Local Loop Zone 1 | | 1 | XDV2X | UEAL2 | 12.24 | | 127.59 | | 60.54 | | | | | | | | | | |
| | Commingled 2-wire Local Loop Zone 2 | | 2 | XDV2X | UEAL2 | 17.40 | | 127.59 | | 60.54 | | | | | | | | | | |
| | Commingled 2-wire Local Loop Zone 3 | | 3 | XDV2X | UEAL2 | 30.87 | | 127.59 | | 60.54 | | | | | | | | | | |
| | Commingled 4-wire Local Loop Zone 1 | | 1 | XDV6X | UEAL4 | 18.89 | | 127.59 | | 60.54 | | | | | | | | | | |
| | Commingled 4-wire Local Loop Zone 2 | | 2 | XDV6X | UEAL4 | 26.84 | | 127.59 | | 60.54 | | | | | | | | | | |
| | Commingled 4-wire Local Loop Zone 3 | | 3 | XDV6X | UEAL4 | 47.62 | | 127.59 | | 60.54 | | | | | | | | | | |
| | Commingled 56kbps Local Loop Zone 1 | | 1 | XDD4X | UDL56 | 22.20 | | 127.59 | | 60.54 | | | | | | | | | | |
| | Commingled 56kbps Local Loop Zone 2 | | 2 | XDD4X | UDL56 | 31.56 | | 127.59 | | 60.54 | | | | | | | | | | |
| | Commingled 56kbps Local Loop Zone 3 | | 3 | XDD4X | UDL56 | 55.99 | | 127.59 | | 60.54 | | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 Exh A | | Incremental | Incremental |
|--|---|---------|------|--------------|-------|-----------|----------------------------------|--------------------------------------|--|--|---|---|-------------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | |
| | | | | | | | Rec | Nonrecurring First | Nonrecurring Add'l | Nonrecurring Disconnect First | Nonrecurring Disconnect Add'l | SOME C | SOMAN |
| | Commingled 64kbps Local Loop Zone 1 | | 1 | XDD4X | UDL64 | 22.20 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | Commingled 64kbps Local Loop Zone 2 | | 2 | XDD4X | UDL64 | 31.56 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | Commingled 64kbps Local Loop Zone 3 | | 3 | XDD4X | UDL64 | 55.99 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | Commingled ISDN Local Loop Zone 1 | | 1 | XDD4X | U1L2X | 19.28 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | Commingled ISDN Local Loop Zone 2 | | 2 | XDD4X | U1L2X | 27.40 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | Commingled ISDN Local Loop Zone 3 | | 3 | XDD4X | U1L2X | 48.62 | 127.59 | 60.54 | 48.00 | 6.31 | | | |
| | Commingled DS1 COCI | | | XDH1X, NTC1 | UC1D1 | 13.76 | 6.71 | 4.84 | 0.00 | 0.00 | | | |
| | Commingled DS1 Interoffice Channel | | | XDH1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | |
| | Commingled DS1 Interoffice Channel Mileage | | | XDH1X | 1L5XX | 0.1856 | | | | | | | |
| | Commingled DS1/DS0 Channel System | | | XDH1X | MQ1 | 146.77 | 57.28 | 14.74 | 1.50 | 1.34 | | | |
| | Commingled DS1 Local Loop Zone 1 | | 1 | XDH1X | USLXX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | |
| | Commingled DS1 Local Loop Zone 2 | | 2 | XDH1X | USLXX | 100.54 | 217.75 | 121.62 | 51.44 | 14.45 | | | |
| | Commingled DS1 Local Loop Zone 3 | | 3 | XDH1X | USLXX | 178.39 | 217.75 | 121.62 | 51.44 | 14.45 | | | |
| | Commingled DS3 Local Loop | | | HFQC6 | UE3PX | 386.88 | 244.42 | 154.73 | 67.10 | 26.27 | | | |
| | Commingled DS3/STS-1 Local Loop Mileage | | | HFQC6, HFRST | 1L5ND | 10.92 | | | | | | | |
| | Commingled STS-1 Local Loop | | | HFRST | UDLS1 | 426.60 | 244.42 | 154.73 | 67.10 | 26.27 | | | |
| | Commingled DS3/DS1 Channel System | | | HFQC6 | MQ3 | 211.19 | 115.60 | 56.54 | 12.16 | 4.26 | | | |
| | Commingled DS3 Interoffice Channel | | | HFQC6 | U1TF3 | 1,071.00 | 320.00 | 138.20 | 38.60 | 18.81 | | | |
| | Commingled DS3 Interoffice Channel Mileage | | | HFQC6 | 1L5XX | 3.87 | | | | | | | |
| | Commingled STS-1 Interoffice Channel | | | HFRST | U1TFS | 1,056.00 | 320.00 | 138.20 | 38.60 | 18.81 | | | |
| | Commingled STS-1 Interoffice Channel Mileage | | | HFRST | 1L5XX | 3.87 | | | | | | | |
| | Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | HEQDL | 1L5DF | 26.85 | | | | | | | |
| | Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | HEQDL | UDF14 | | 751.34 | 193.88 | | | | | |
| | UNE to Commingled Conversion Tracking | | | XDH1X, HFQC6 | CMGUN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| | SPA to Commingled Conversion Tracking | | | XDH1X, HFQC6 | CMGSP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| LNP Query Service | | | | | | | | | | | | | |
| | LNP Charge Per query | | | | | 0.000952 | | | | | | | |
| | LNP Service Establishment Manual | | | | | | 13.83 | 13.83 | 12.71 | 12.71 | | | |
| | LNP Service Provisioning with Point Code Establishment | | | | | | 655.50 | 334.88 | 297.03 | 218.40 | | | |
| 911 PBX LOCATE | | | | | | | | | | | | | |
| 911 PBX LOCATE DATABASE CAPABILITY | | | | | | | | | | | | | |
| | Service Establishment per CLEC per End User Account | | | 9PBDC | 9PBEU | | 1,820.00 | | | | | | |
| | Changes to TN Range or Customer Profile | | | 9PBDC | 9PBTN | | | 182.14 | | | | | |
| | Per Telephone Number (Monthly) | | | 9PBDC | 9PBMM | 0.07 | | | | | | | |
| | Change Company (Service Provider) ID | | | 9PBDC | 9PBPC | | 534.66 | | | | | | |
| | PBX Locate Service Support per CLEC (Monthly) | | | 9PBDC | 9PBMR | 178.80 | | | | | | | |
| | Service Order Charge | | | 9PBDC | 9PBSC | | 11.90 | | | | | | |
| 911 PBX LOCATE TRANSPORT COMPONENT | | | | | | | | | | | | | |
| See Att 3 | | | | | | | | | | | | | |
| Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order. | | | | | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 Exh. B | | | | | |
|--|--|---------|------|------------|-------|------------|----------------------------------|--------------------------------------|--|--|---|---|-------|--------------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | | |
| 2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1 | | 1 | UHL | UHL2X | 8.30 | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2 | | 2 | UHL | UHL2X | 11.80 | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3 | | 3 | UHL | UHL2X | 20.94 | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL2W | 8.30 | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL2W | 11.80 | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL2W | 20.94 | | | | | | | | | |
| 4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | |
| | 4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL4X | 12.49 | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4X | 17.76 | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4X | 31.50 | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL4W | 12.49 | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4W | 17.76 | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4W | 31.50 | | | | | | | | | |
| 4-WIRE DS1 DIGITAL LOOP | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 1 | | 1 | USL | USLXX | 81.35 | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 2 | | 2 | USL | USLXX | 115.62 | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 3 | | 3 | USL | USLXX | 205.15 | | | | | | | | | |
| HIGH CAPACITY UNBUNDLED LOCAL LOOP | | | | | | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - DS3 - Per Mile per month | | | UE3 | 1L5ND | 12.56 | | | | | | | | | |
| | High Capacity Unbundled Local Loop - DS3 - Facility Termination per month | | | UE3 | UE3PX | 444.91 | | | | | | | | | |
| | High Capacity Unbundled Local Loop - STS-1 - Per Mile per month | | | UDLSX | 1L5ND | 12.56 | | | | | | | | | |
| | High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month | | | UDLSX | UDLS1 | 490.59 | | | | | | | | | |
| UNBUNDLED DEDICATED TRANSPORT | | | | | | | | | | | | | | | |
| INTEROFFICE CHANNEL - DEDICATED TRANSPORT | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month | | | U1TD1 | 1L5XX | 0.21 | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS1 - Facility Termination | | | U1TD1 | U1TF1 | 101.71 | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month | | | U1TD3 | 1L5XX | 4.45 | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month | | | U1TD3 | U1TF3 | 1231.65 | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month | | | U1TS1 | 1L5XX | 4.45 | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination | | | U1TS1 | U1TFS | 1214.40 | | | | | | | | | |
| UNBUNDLED DARK FIBER - Stand Alone or in Combination | | | | | | | | | | | | | | | |
| | Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | UDF, UDFCX | 1L5DF | 30.88 | | | | | | | | | |
| ENHANCED EXTENDED LINK (EELs) | | | | | | | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | Attachment: 2 Exh. B | | | | | | | | | | |
|--------------------------------------|--|---------|------|-------|-------|------------|----------------------------------|--------------------------------------|--|--|---|---|----------------|--------------|--|-------------------------|--|--------|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | OSS Rates (\$) | | | | | | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOMECS | SOMAN | SOMAN | SOMAN |
| | | | | | | | | | | | | | | | | | | | | | |
| | NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements. | | | | | | | | | | | | | | | | | | | | |
| | NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements. | | | | | | | | | | | | | | | | | | | | |
| | EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 1 | | 1 | UNC1X | USLXX | 81.35 | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 2 | | 2 | UNC1X | USLXX | 115.62 | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 3 | | 3 | UNC1X | USLXX | 205.15 | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile per month | | | UNC1X | 1L5XX | 0.21 | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month | | | UNC1X | U1TF1 | 101.71 | | | | | | | | | | | | | | | |
| | EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | | | | | | |
| | DS3 Local Loop in combination - per mile per month | | | UNC3X | 1L5ND | 12.56 | | | | | | | | | | | | | | | |
| | DS3 Local Loop in combination - Facility Termination per month | | | UNC3X | UE3PX | 444.91 | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS3 - Per Mile per month | | | UNC3X | 1L5XX | 4.45 | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month | | | UNC3X | U1TF3 | 1231.65 | | | | | | | | | | | | | | | |
| | EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | | | | | | |
| | STS-1 Local Loop in combination - per mile per month | | | UNCSX | 1L5ND | 12.56 | | | | | | | | | | | | | | | |
| | STS-1 Local Loop in combination - Facility Termination per month | | | UNCSX | UDLS1 | 490.59 | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - STS-1 combination - per mile per month | | | UNCSX | 1L5XX | 4.45 | | | | | | | | | | | | | | | |
| | Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month | | | UNCSX | U1TFS | 1214.40 | | | | | | | | | | | | | | | |

| State | Wire Center | Total Business Lines | Number of FB Collocators if 3 or Greater | December 2004 Data with FBC count as of Dec 5 | | | |
|-------|-------------|----------------------|--|---|--------|-----------------------|-----------------------|
| | | | | Interoffice Transport | | High Capacity Loops | |
| | | | | Tier 1 | Tier 2 | No Impairment for DS3 | No Impairment for DS1 |
| AL | BRHMALMT | 39,078 | - | X | | | |
| AL | HNVIALMT | 26,690 | - | | X | | |
| AL | MOBEALAZ | 20,101 | 5 | X | | | |
| AL | MTGMALDA | 32,752 | - | | X | | |
| AL | MTGMALMT | 27,528 | - | | X | | |
| FL | BCRTELBT | 26,601 | - | | X | | |
| FL | BCRTELMA | 40,746 | 5 | X | | X | |
| FL | COCOFLMA | 18,097 | 4 | X | | | |
| FL | DNBHFUMA | 24,695 | 1 | | X | | |
| FL | DYBHFUMA | 32,282 | 7 | X | | | |
| FL | FTLDFLGY | 31,487 | 4 | X | | | |
| FL | FTLDFLJA | 29,209 | 5 | X | | | |
| FL | FTLDFLMP | 55,881 | 8 | X | | X | |
| FL | FTLDFLOA | 23,008 | 5 | X | | | |
| FL | FTLDFLPL | 28,469 | 5 | X | | | |
| FL | GSVDFLMA | 55,681 | 4 | X | | X | |
| FL | HLWDFLPE | 37,415 | 4 | X | | | |
| FL | HLWDFLWH | 34,022 | - | | X | | |
| FL | JCVFLCL | 42,452 | 6 | X | | X | |
| FL | JCVFLSJ | 24,088 | 3 | | X | | |
| FL | JCVFLSM | 17,820 | 5 | X | | | |
| FL | MIAMFLAE | 41,912 | 5 | X | | X | |
| FL | MIAMFLBR | 24,482 | - | | X | | |
| FL | MIAMFLCA | 22,645 | 3 | | X | | |
| FL | MIAMFLGB | 68,580 | 11 | X | | X | X |
| FL | MIAMFLHL | 43,021 | 5 | X | | X | |
| FL | MIAMFLPB | 24,380 | 4 | X | | | |
| FL | MIAMFLPL | 86,923 | 5 | X | | X | X |
| FL | MIAMFLRR | 24,740 | 3 | | X | | |
| FL | MIAMFLSO | 23,802 | 3 | | X | | |
| FL | MIAMFLWM | 23,310 | 4 | X | | | |
| FL | MLBRFLMA | 32,547 | 4 | X | | | |
| FL | MNDRFLLO | 20,180 | 3 | | X | | |
| FL | NDADFLGG | 18,239 | 5 | X | | | |
| FL | ORLDFLAP | 31,234 | 3 | | X | | |
| FL | ORLDFLGL | 20,828 | 5 | X | | | |
| FL | ORLDFLMA | 57,966 | 10 | X | | X | |
| FL | ORLDFLPG | 45,792 | 6 | X | | X | |
| FL | ORLDFLPH | 33,148 | 4 | X | | | |

| | | | | | | | |
|----|-----------|--------|---|---|---|---|---|
| FL | ORLDFLSA | 26,126 | 8 | X | | | |
| FL | PMBHFLFE | 25,909 | 4 | X | | | |
| FL | PMBHFLMA | 33,993 | 4 | X | | | |
| FL | PNSCFLBL | 28,685 | 4 | X | | | |
| FL | PNSGFLFP | 30,863 | - | | X | | |
| FL | PRRNFLMA | 37,969 | 3 | | X | | |
| FL | STRIFLMA | 25,577 | - | | X | | |
| FL | WPBHFLAN | 33,521 | 4 | X | | | |
| FL | WPBHFLGA | 24,885 | - | | X | | |
| FL | WPBHFLGR | 26,527 | 3 | | X | | |
| FL | WPBHFLHH | 36,053 | 3 | | X | | |
| FL | WPBHFLLE | 13,622 | 3 | | X | | |
| GA | AGSTGAMT | 22,316 | 3 | | X | | |
| GA | ALBYGAMA | 29,095 | - | | X | | |
| GA | ALPRGAMA | 74,317 | 7 | X | | X | X |
| GA | ATHNGAMA | 28,311 | - | | X | | |
| GA | ATLNGABU | 57,064 | 7 | X | | X | |
| GA | ATLNGAGS | 94,988 | 9 | X | | X | X |
| GA | ATLNGAEP | 34,280 | 4 | X | | | |
| GA | ATENGAPP | 71,905 | 7 | X | | X | X |
| GA | ATLNGASS | 33,797 | 3 | | X | | |
| GA | ATLNGATH | 33,131 | 3 | | X | | |
| GA | GHMBGAMA | 30,860 | - | | X | | |
| GA | CLMBGAMT | 36,081 | - | | X | | |
| GA | CMINGGAMA | 24,408 | - | | X | | |
| GA | DLTHGAHS | 39,907 | - | X | | | |
| GA | DNWDGAMA | 47,862 | 7 | X | | X | |
| GA | LLBNGAMA | 27,481 | - | | X | | |
| GA | LSVIGAOS | 32,076 | - | | X | | |
| GA | MACNGAMT | 24,148 | - | | X | | |
| GA | MRTTGAMA | 89,220 | 4 | X | | X | X |
| GA | NRCRGAMA | 78,131 | 8 | X | | X | X |
| GA | RSWLGAMA | 41,390 | 3 | X | | | |
| GA | SMYRGAMA | 29,316 | 5 | X | | | |
| GA | SMYRGAPP | 52,248 | 8 | X | | X | |
| GA | SVNHGABS | 28,626 | 3 | | X | | |
| GA | TUKRGAMA | 27,383 | - | | X | | |
| KY | LSVLKYAP | 49,159 | 4 | X | | X | |
| KY | LSVLKYBR | 16,989 | 3 | | X | | |
| LA | BTRGLAGW | 39,525 | - | X | | | |
| LA | BTRGLAMA | 39,089 | 4 | X | | X | |
| LA | LFYTLAMA | 46,825 | - | X | | | |

| | | | | | | | |
|----|----------|--------|---|---|---|---|---|
| LA | MONRLAMA | 37,785 | - | | X | | |
| LA | NWORLAMA | 71,146 | 6 | X | | X | X |
| LA | NWORLAMT | 31,726 | - | | X | | |
| LA | SHPTLAMA | 29,790 | 3 | | X | | |
| MS | HTBGMSMA | 12,829 | 3 | | X | | |
| MS | JGSNMSCP | 40,109 | 3 | X | | | |
| NC | CARYNCCE | 27,888 | 4 | X | | | |
| NC | CHRLNCBO | 24,980 | 8 | X | | | |
| NC | CHRLNCCA | 85,131 | 9 | X | | X | X |
| NC | CHRLNCDE | 17,354 | 3 | | X | | |
| NC | CHRLNCLP | 9,811 | 4 | X | | | |
| NC | CHRLNCRE | 11,507 | 6 | X | | | |
| NC | CHRLNCSH | 13,484 | 5 | X | | | |
| NC | CHRLNCUN | 14,570 | 4 | X | | | |
| NC | CPHLNCRO | 41,802 | 4 | X | | X | |
| NC | GNBONGAS | 34,302 | 6 | X | | | |
| NC | GNBONGEU | 48,789 | 6 | X | | X | |
| NC | RLGHNCGL | 26,809 | 5 | X | | | |
| NC | RLGHNCHO | 29,561 | 8 | X | | | |
| NC | RLGHNCMO | 75,174 | 7 | X | | X | X |
| NC | SLBRNCMA | 11,462 | 3 | | X | | |
| NC | WLMGNCWI | 24,794 | - | | X | | |
| NC | WNSLNCFT | 33,021 | 3 | | X | | |
| SC | CHTNSODT | 24,703 | 5 | X | | | |
| SC | CHTNSCNO | 24,107 | - | | X | | |
| SC | CLMASCSA | 13,939 | 3 | | X | | |
| SC | CLMASCEN | 48,403 | 5 | X | | X | |
| SC | GNVLSODT | 45,546 | 5 | X | | X | |
| SC | GNVLSOWR | 33,639 | - | | X | | |
| SC | MNPLSCES | 24,061 | - | | X | | |
| SC | SPBGSOA | 22,796 | 3 | | X | | |
| TN | CHTGTNBR | 24,314 | - | | X | | |
| TN | CHTGTNNS | 23,166 | 3 | | X | | |
| TN | KNVLTNMA | 37,284 | 3 | | X | | |
| TN | MMPHTNBA | 34,364 | - | | X | | |
| TN | MMPHTNEL | 30,973 | 3 | | X | | |
| TN | MMPHTNGT | 26,311 | - | | X | | |
| TN | MMPHTNMA | 23,520 | 6 | X | | | |
| TN | MMPHTNMT | 10,269 | 3 | | X | | |
| TN | MMPHTNOA | 36,686 | 2 | | X | | |
| TN | NSVLTNBW | 28,974 | - | | X | | |
| TN | NSVLTNDO | 24,914 | - | | X | | |
| TN | NSVLTNMT | 73,731 | 3 | X | | | |

| | | | | | | | |
|---------------|----------|--------|---|-----------|-----------|-----------|-----------|
| TN | NSVLTNST | 24,911 | - | | X | | |
| TN | NSVLTNUN | 19,987 | 3 | | X | | |
| Totals | | | | 67 | 59 | 27 | 10 |

Attachment 3
Network Interconnection

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NETWORK INTERCONNECTION

1 General

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

2 Definitions: (For the purpose of this Attachment)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **BellSouth Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Blonder Tongue Telephone.
- 2.4 **911 Service** is as described in this Attachment.
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the The Telcordia® LERG™ Routing Guide (LERG).
- 2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.
- 2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Blonder Tongue Telephone.
- 2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.
- 2.16 **ISP-Bound Traffic** is as defined in this Attachment.
- 2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.18 **Local Traffic** is as defined in this Attachment.
- 2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.24 **Transit Traffic** is traffic originating on Blonder Tongue Telephone's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Blonder Tongue Telephone's network.

3 Network Interconnection

- 3.1 This Attachment pertains only to the provision of network interconnection where Blonder Tongue Telephone owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) Process set forth in Attachment 11.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP in a BellSouth Central Office where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).
- 3.3 Interconnection via Dedicated Facilities

- 3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at BellSouth's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.
- 3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.
- 3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if Blonder Tongue Telephone elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Blonder Tongue Telephone and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Blonder Tongue Telephone's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.2 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Blonder Tongue Telephone Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type CLLI code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.3 Upon verbal request by Blonder Tongue Telephone, BellSouth shall allow Blonder Tongue Telephone access to the fusion splice point for the Fiber Meet point for

maintenance purposes on Blonder Tongue Telephone's side of the Fiber Meet point.

- 3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable BellSouth intrastate Access Services Tariff and or BellSouth's FCC No. 1 Tariff.

4 Interconnection Trunk Group Architectures

- 4.1 BellSouth and Blonder Tongue Telephone shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 Blonder Tongue Telephone shall establish an interconnection trunk group(s) to at least one (1) BellSouth access tandem within the LATA for the delivery of Blonder Tongue Telephone's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Blonder Tongue Telephone desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Blonder Tongue Telephone has established interconnection trunk groups, Blonder Tongue Telephone shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.
- 4.2.1 Notwithstanding the forgoing, Blonder Tongue Telephone shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Blonder Tongue Telephone has homed (i.e., assigned) its NPA/NXXs. Blonder Tongue Telephone shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Blonder Tongue Telephone shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from IXCs based on Blonder Tongue Telephone's NXX access tandem homing arrangement as specified by Blonder Tongue Telephone in the LERG.

- 4.4 Any Blonder Tongue Telephone interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Blonder Tongue Telephone from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Blonder Tongue Telephone to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Blonder Tongue Telephone are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Blonder Tongue Telephone shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Blonder Tongue Telephone is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Blonder Tongue Telephone's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than one hundred ninety-two (192) trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic
- 4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound

Traffic and IntraLATA Toll Traffic. Blonder Tongue Telephone shall order such two-way trunks via the ASR process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

- 4.10.2 BellSouth Access Tandem Interconnection. BellSouth Access Tandem interconnection at a single Access Tandem provides access to those End Offices subtending that access tandem (Intratandem Access). Access Tandem interconnection is available for any of the following access tandem architectures:
- 4.10.2.1 Basic Architecture. In the basic architecture, Blonder Tongue Telephone's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Blonder Tongue Telephone and BellSouth Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Blonder Tongue Telephone and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Blonder Tongue Telephone desires to exchange traffic. This trunk group also carries Blonder Tongue Telephone originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Blonder Tongue Telephone. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.
- 4.10.2.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for Blonder Tongue Telephone-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for BellSouth end users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Blonder Tongue Telephone end users. A two-way trunk group provides Intratandem Access for Blonder Tongue Telephone's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Blonder Tongue Telephone and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Blonder Tongue

Telephone exchanges traffic. This trunk group also carries Blonder Tongue Telephone originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Blonder Tongue Telephone. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

- 4.10.2.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Blonder Tongue Telephone and BellSouth. In addition, a separate two-way transit trunk group must be established for Blonder Tongue Telephone's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Blonder Tongue Telephone and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Blonder Tongue Telephone exchanges traffic. This trunk group also carries Blonder Tongue Telephone originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Blonder Tongue Telephone. However, where Blonder Tongue Telephone is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.
- 4.10.2.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and Blonder Tongue Telephone's Transit Traffic are exchanged on a single two-way trunk group between Blonder Tongue Telephone and BellSouth to provide Intratandem Access to Blonder Tongue Telephone. This trunk group carries Transit Traffic between Blonder Tongue Telephone and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Blonder Tongue Telephone desires to exchange traffic. This trunk group also carries Blonder Tongue Telephone originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Blonder Tongue Telephone. However, where Blonder Tongue Telephone is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable

BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.2.5 Multiple Tandem Access (MTA) Interconnection

4.10.2.5.1 Where Blonder Tongue Telephone does not choose access tandem interconnection at every BellSouth Access Tandem within a LATA, Blonder Tongue Telephone must utilize BellSouth's MTA interconnection. To utilize MTA Blonder Tongue Telephone must establish an interconnection trunk group(s) at a minimum of one (1) BellSouth Access Tandem within each LATA as required. BellSouth will route Blonder Tongue Telephone's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Blonder Tongue Telephone must also establish an interconnection trunk group(s) at all BellSouth Access Tandems where Blonder Tongue Telephone NXXs are homed as described in Section 4.2.1 above. If Blonder Tongue Telephone does not have NXXs homed at any particular BellSouth Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth Access Tandem, Blonder Tongue Telephone can order MTA in each BellSouth Access Tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Blonder Tongue Telephone's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those BellSouth Access Tandems where Blonder Tongue Telephone does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.2.5.2 Blonder Tongue Telephone may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to Blonder Tongue Telephone will be delivered to and from IXCs based on Blonder Tongue Telephone's NXX access tandem homing arrangement as specified by Blonder Tongue Telephone in the LERG.

4.10.2.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.

4.10.2.5.4 To the extent Blonder Tongue Telephone does not purchase MTA in a LATA served by multiple Access Tandems, Blonder Tongue Telephone must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent Blonder Tongue Telephone routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Blonder Tongue Telephone shall pay BellSouth the associated MTA charges.

4.10.3 Local Tandem Interconnection

- 4.10.3.1 Local Tandem Interconnection arrangement allows Blonder Tongue Telephone to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Blonder Tongue Telephone-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth End Offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.3.2 When a specified local calling area is served by more than one (1) BellSouth local tandem, Blonder Tongue Telephone must designate a “home” local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Blonder Tongue Telephone may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Blonder Tongue Telephone may deliver Local Traffic and ISP-Bound Traffic to a “home” BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Blonder Tongue Telephone does not choose to establish an interconnection trunk group(s). It is Blonder Tongue Telephone’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Blonder Tongue Telephone’s codes. Likewise, Blonder Tongue Telephone shall obtain its routing information from the LERG.
- 4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth’s local tandems, Blonder Tongue Telephone must also establish an interconnection trunk group(s) to BellSouth Access Tandems within the LATA on which Blonder Tongue Telephone has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access and toll traffic, and traffic to Type 2A CMRS connections located at the Access Tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth Access Tandem for completion. (Type 2A CMRS interconnection is defined in Section A35 of BellSouth’s GSST).
- 4.10.3.4 BellSouth’s provisioning of Local Tandem Interconnection assumes that Blonder Tongue Telephone has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.10.4 Direct End Office-to-End Office Interconnection
- 4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party’s originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

- 4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:
- 4.10.4.2.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Blonder Tongue Telephone and BellSouth.
- 4.10.4.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between Blonder Tongue Telephone's switch and a BellSouth End Office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 4.10.4.2.3 Mutual Agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.
- 4.10.5 Transit Traffic Trunk Group
- 4.10.5.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by Blonder Tongue Telephone to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. Blonder Tongue Telephone shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.
- 4.10.5.2 Toll Free Traffic
- 4.10.5.2.1 If Blonder Tongue Telephone chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Blonder Tongue Telephone originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.10.5.2.2 Blonder Tongue Telephone may choose to perform its own Toll Free database queries from its switch. In such cases, Blonder Tongue Telephone will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Blonder Tongue Telephone will route the post-query local or IntraLATA converted ten (10)-digit local number to

BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Blonder Tongue Telephone will route the post-query local or intraLATA converted ten (10)-digit local number to BellSouth over the Transit Traffic Trunk Group and Blonder Tongue Telephone shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Blonder Tongue Telephone will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Blonder Tongue Telephone's network but that are connected to BellSouth's Access Tandem.

- 4.10.5.2.3 All post-query Toll Free calls for which Blonder Tongue Telephone performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth Access Tandem within the LATA.

5 Network Design And Management For Interconnection

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where Blonder Tongue Telephone chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the Blonder Tongue Telephone switch and the BellSouth STP. BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 Forecasting for Trunk Provisioning

- 6.1 Within six (6) months after execution of this Agreement, Blonder Tongue Telephone shall provide an initial interconnection trunk group forecast for each

LATA in which it plans to provide service within BellSouth's region. Upon receipt of Blonder Tongue Telephone's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed Confidential Information under the General Terms and Conditions.

- 6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Blonder Tongue Telephone-to-BellSouth one-way trunks (Blonder Tongue Telephone Trunks), BellSouth-to-Blonder Tongue Telephone one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Blonder Tongue Telephone location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 6.2 Once initial interconnection trunk forecasts have been developed, Blonder Tongue Telephone shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. Blonder Tongue Telephone shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.
- 6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 6.4 Trunk Utilization
- 6.4.1 For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Blonder Tongue Telephone shall monitor traffic on each BellSouth Final Trunk Group that is ordered and installed. The Parties agree

that the BellSouth Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. Subject to Section 6.4.2 below, BellSouth may disconnect any under-utilized BellSouth Final Trunk Groups and Blonder Tongue Telephone shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

- 6.4.2 BellSouth's CISC will notify Blonder Tongue Telephone of any under-utilized BellSouth Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Blonder Tongue Telephone interface. Blonder Tongue Telephone will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Blonder Tongue Telephone expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Blonder Tongue Telephone to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Blonder Tongue Telephone. The due date of these orders will be four (4) weeks after Blonder Tongue Telephone was first notified in writing of the underutilization of the trunk groups.
- 6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 6.4.4 For the two-way trunk groups, BellSouth and Blonder Tongue Telephone shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. BellSouth will request the disconnection of any under-utilized two-way trunk(s) and Blonder Tongue Telephone shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

6.4.4.1 BellSouth's CISC will notify Blonder Tongue Telephone of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Blonder Tongue Telephone interface. Blonder Tongue Telephone will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Blonder Tongue Telephone expects to need such trunks. BellSouth's CISC Project Manager and CCM will discuss the information with Blonder Tongue Telephone to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Blonder Tongue Telephone will issue disconnect orders to BellSouth. The due date of these orders will be four (4) weeks after Blonder Tongue Telephone was first notified in writing of the under-utilization of the trunk groups.

6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 Local Dialing Parity

7.1 BellSouth and Blonder Tongue Telephone shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating Telecommunications Services that require dialing to route a call.

8 Interconnection Compensation

8.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from a calling party located in one exchange and terminates in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of BellSouth's GSST.

8.1.1.1 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.

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an

information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.
- 8.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.
- 8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.
- 8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.
 - 8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.
- 8.1.7 If Blonder Tongue Telephone assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Blonder Tongue Telephone customer physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Blonder Tongue Telephone customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Blonder Tongue Telephone agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Blonder Tongue Telephone at BellSouth's FCC No. 1 Tariff rates.

- 8.2 If Blonder Tongue Telephone does not identify such interLATA traffic to BellSouth, BellSouth will determine which whole Blonder Tongue Telephone NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. BellSouth shall make appropriate billing adjustments if Blonder Tongue Telephone can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-Bound Traffic.
- 8.3 Jurisdictional Reporting
- 8.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU 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 thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.
- 8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. 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 thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.
- 8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's intrastate Access Services Tariff will apply to Blonder Tongue Telephone. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs 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 thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

- 8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where BellSouth has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at BellSouth's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by Blonder Tongue Telephone. In the event that BellSouth opts to utilize its own data to determine jurisdictional reporting factors, BellSouth shall notify Blonder Tongue Telephone at least fifteen (15) days prior to the beginning of the calendar quarter in which BellSouth will begin to utilize its own data.
- 8.3.5 Audits. On thirty (30) days written notice, Blonder Tongue Telephone must provide BellSouth the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. Blonder Tongue Telephone shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by Blonder Tongue Telephone. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by BellSouth. Blonder Tongue Telephone's PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two (2) quarters following the completion of the audit. If, as a result of an audit, Blonder Tongue Telephone is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, Blonder Tongue Telephone shall reimburse BellSouth for the cost of the audit.
- 8.4 Compensation for IntraLATA 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. Blonder Tongue Telephone will pay BellSouth the database query charge as set forth in the applicable BellSouth intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Blonder Tongue Telephone will be responsible for any applicable Common Channel Signaling (SS7) charges.
- 8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.
- 8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). BellSouth's provision of 8XX TFD to Blonder Tongue Telephone requires interconnection from Blonder Tongue Telephone to BellSouth's 8XX Signal Channel Point. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Blonder Tongue Telephone shall establish SS7 interconnection at the BellSouth LSTPs serving the BellSouth 8XX Signal Channel Points that Blonder Tongue Telephone desires to query. The terms

and conditions for 8XX TFD are set out in the appropriate BellSouth Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.5.2 If a BellSouth end user chooses Blonder Tongue Telephone as their presubscribed interexchange carrier, or if a BellSouth end user uses Blonder Tongue Telephone as an interexchange carrier on a 101XXXX basis, BellSouth will charge Blonder Tongue Telephone the appropriate BellSouth tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

8.5.4 When Blonder Tongue Telephone's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Blonder Tongue Telephone as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

8.5.4.1 When Blonder Tongue Telephone's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Blonder Tongue

Telephone, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

8.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

8.5.6 Blonder Tongue Telephone agrees not to deliver switched access traffic to BellSouth for termination except over Blonder Tongue Telephone ordered switched access trunks and facilities.

8.6 Transit Traffic

8.6.1 BellSouth shall provide tandem switching and transport services for Blonder Tongue Telephone's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Blonder Tongue Telephone and Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage in Meet Point Billing with BellSouth shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.6.2 The delivery of traffic that transits the BellSouth network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Blonder Tongue Telephone is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Blonder Tongue Telephone. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Blonder Tongue Telephone shall reimburse BellSouth for such charges or costs.

8.7 For purposes of intercarrier compensation, BellSouth will not be responsible for any compensation associated with the exchange of traffic between Blonder Tongue Telephone and a CLEC utilizing BellSouth switching. Where technically feasible, BellSouth will use commercially reasonable efforts to provide records to Blonder Tongue Telephone to identify those CLECs utilizing BellSouth switching with whom Blonder Tongue Telephone has exchanged traffic. Such traffic shall not be

considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between Blonder Tongue Telephone and the CLEC utilizing BellSouth switching.

8.7.1 Blonder Tongue Telephone is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing BellSouth switching. BellSouth will not be liable for any compensation to the terminating carrier or to Blonder Tongue Telephone. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of such traffic, Blonder Tongue Telephone shall reimburse BellSouth for all such charges or costs.

8.8 Blonder Tongue Telephone shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to BellSouth as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

9 Ordering Charges

9.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.

9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10 Basic 911 and E911 Interconnection

10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

10.2 Basic 911 Interconnection. BellSouth will provide to Blonder Tongue Telephone a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Blonder Tongue Telephone will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by BellSouth. Blonder Tongue Telephone will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, Blonder Tongue Telephone will be required to begin using E911 procedures.

10.3 E911 Interconnection. Blonder Tongue Telephone shall install a minimum of two (2) dedicated trunks originating from its SWC and terminating to the appropriate

E911 tandem. The SWC must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Blonder Tongue Telephone shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Blonder Tongue Telephone will be required to provide BellSouth daily updates to the E911 database. Blonder Tongue Telephone will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Blonder Tongue Telephone will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Blonder Tongue Telephone shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

10.4 Trunks and facilities for 911 Interconnection may be ordered by Blonder Tongue Telephone from BellSouth pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.

11 SS7 Network Interconnection

11.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database queries to Blonder Tongue Telephone's or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

- 11.2 Signaling Call Information. BellSouth and Blonder Tongue Telephone will send and receive ten (10) digits for Local Traffic. Additionally, BellSouth and Blonder Tongue Telephone will exchange the proper call information, (i.e., originated call company number and destination call company number, CIC, and OZZ) including all proper translations for routing between networks and any information necessary for billing.
- 11.3 SS7 Network Interconnection is the interconnection of Blonder Tongue Telephone LSTP switches or Blonder Tongue Telephone local or tandem switching systems with BellSouth STP switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Blonder Tongue Telephone local or tandem switching systems, and other third party switching systems directly connected to the BellSouth SS7 network.
- 11.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Blonder Tongue Telephone or other third party switching systems with A-link access to the BellSouth SS7 network.
- 11.3.2 If traffic is routed based on dialed or translated digits between a Blonder Tongue Telephone local switching system and a BellSouth or other third party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (i.e., Automatic Callback, Automatic Recall, and Screening List Editing) between the Blonder Tongue Telephone LSTP switches and BellSouth or other third party local switch.
- 11.3.3 SS7 Network Interconnection shall provide:
- 11.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 11.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 11.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 11.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Blonder Tongue Telephone local or tandem switching system, SS7 Network Interconnection shall include intermediate

GTT of messages to a gateway pair of Blonder Tongue Telephone LSTPs and shall not include SCCP Subsystem Management of the destination.

- 11.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.
- 11.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 11.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Blonder Tongue Telephone or Blonder Tongue Telephone-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 11.4.1 A-link interface from Blonder Tongue Telephone local or tandem switching systems; and
 - 11.4.2 B-link interface from Blonder Tongue Telephone STPs.
 - 11.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the signaling points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
 - 11.4.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
 - 11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
 - 11.4.6 BellSouth shall set message screening parameters to accept messages from Blonder Tongue Telephone local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Blonder Tongue Telephone switching system has a valid signaling relationship.
- 11.5 Rates. The Parties shall institute a “bill and keep” compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges as set forth in Exhibit A for CCS7 signaling messages associated with Local Traffic. The portion of CCS7 signaling messages utilized for Local Traffic, which are subject to

bill and keep in accordance with this section, shall be determined based upon the application of the applicable signaling factors set forth in BellSouth's Jurisdictional Factors Reporting Guide. The remaining portion of the CCS7 signaling messages, signaling ports, and signaling links, i.e. the portion associated with interstate calls and with intrastate non-local calls, shall be billed in accordance with the applicable BellSouth intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

Basic Architecture

Exhibit B

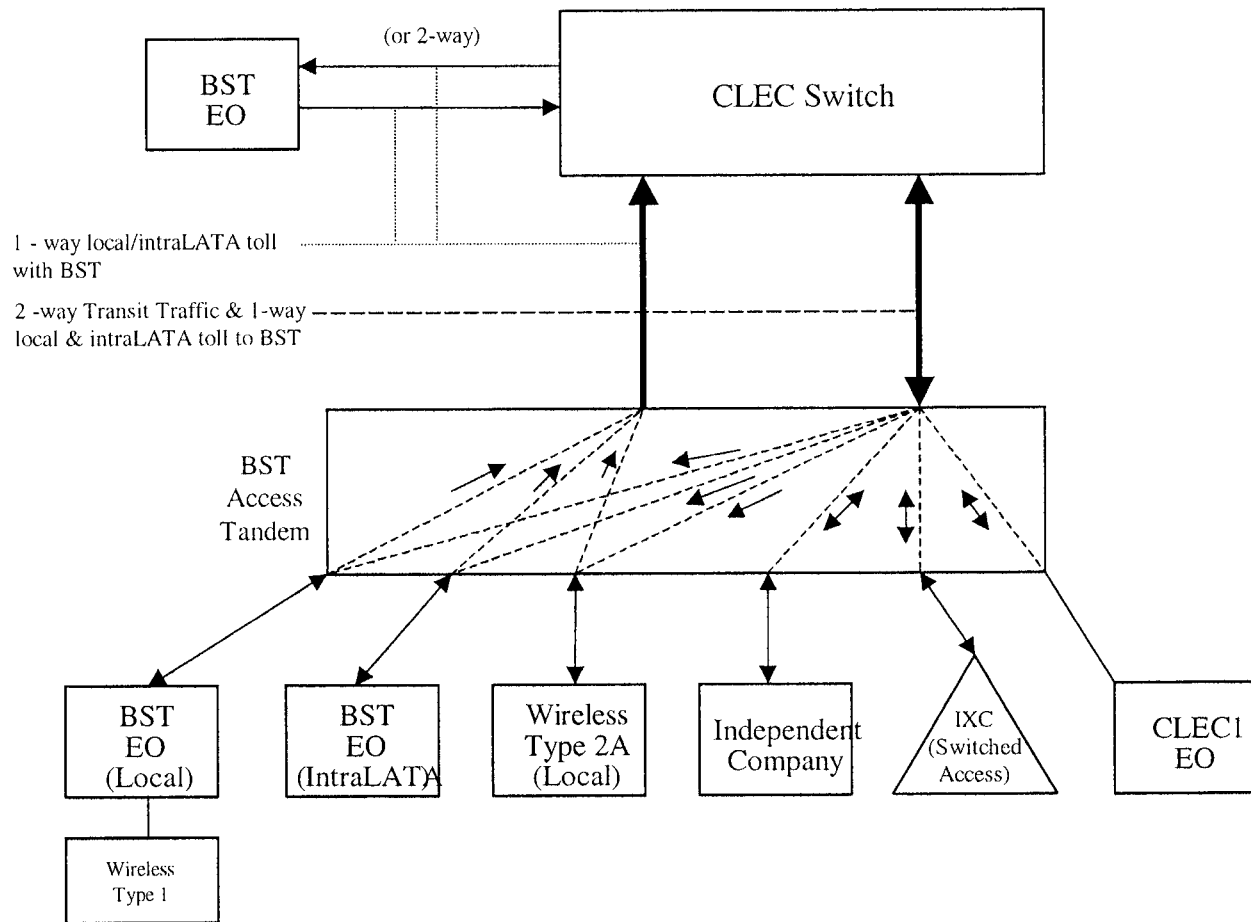
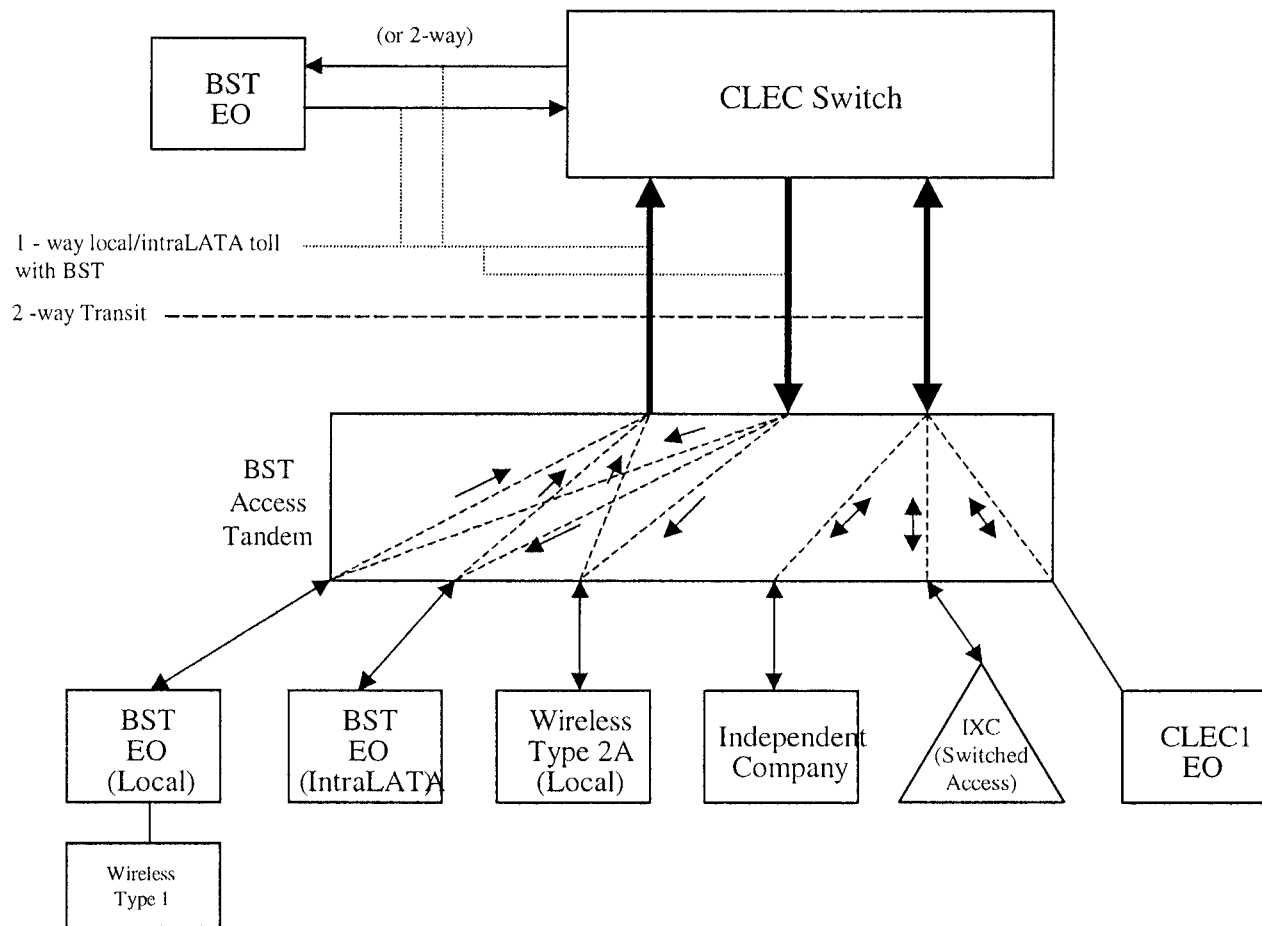


Exhibit C

One-Way Architecture



Two-Way Architecture

Exhibit D

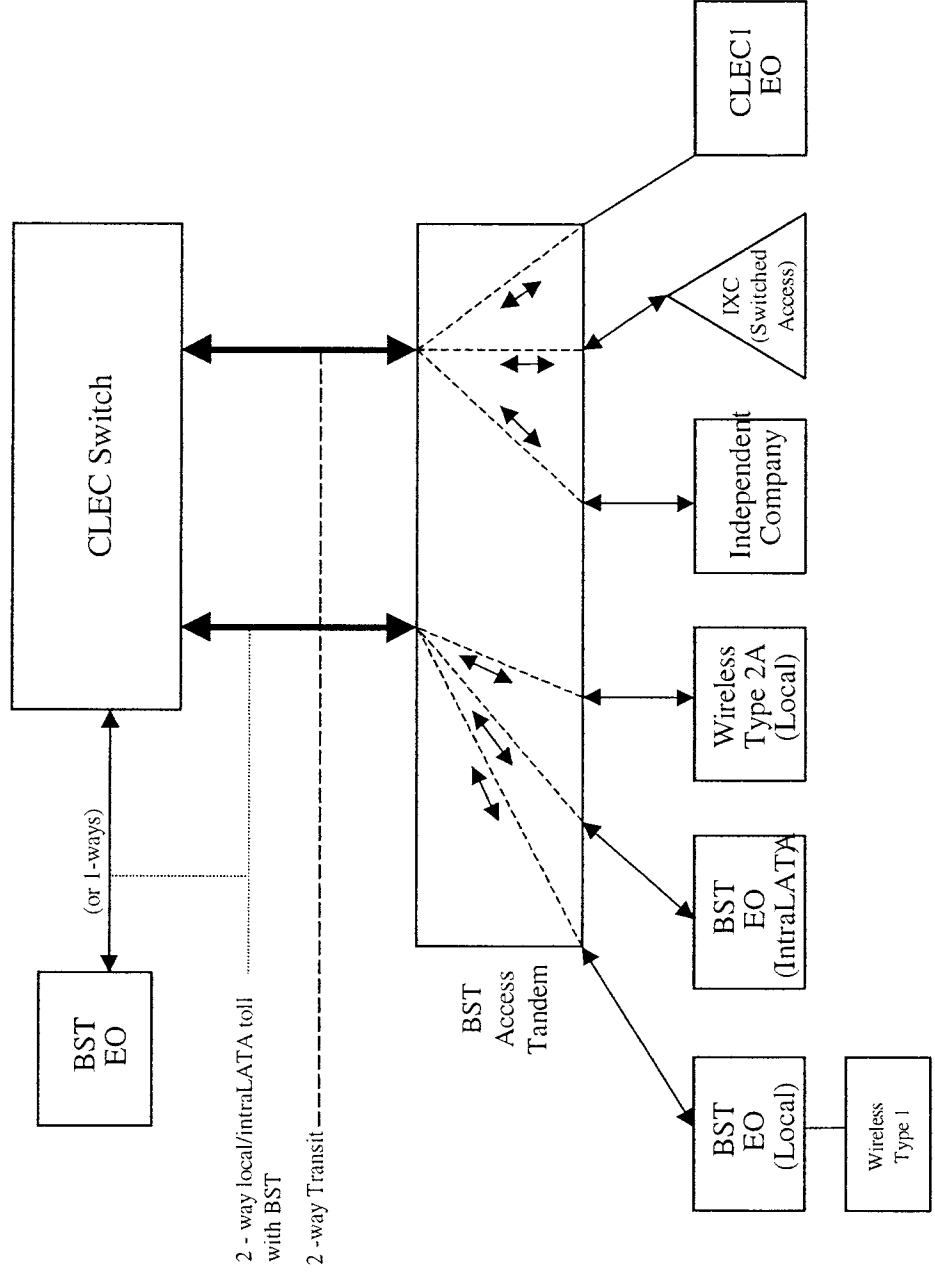
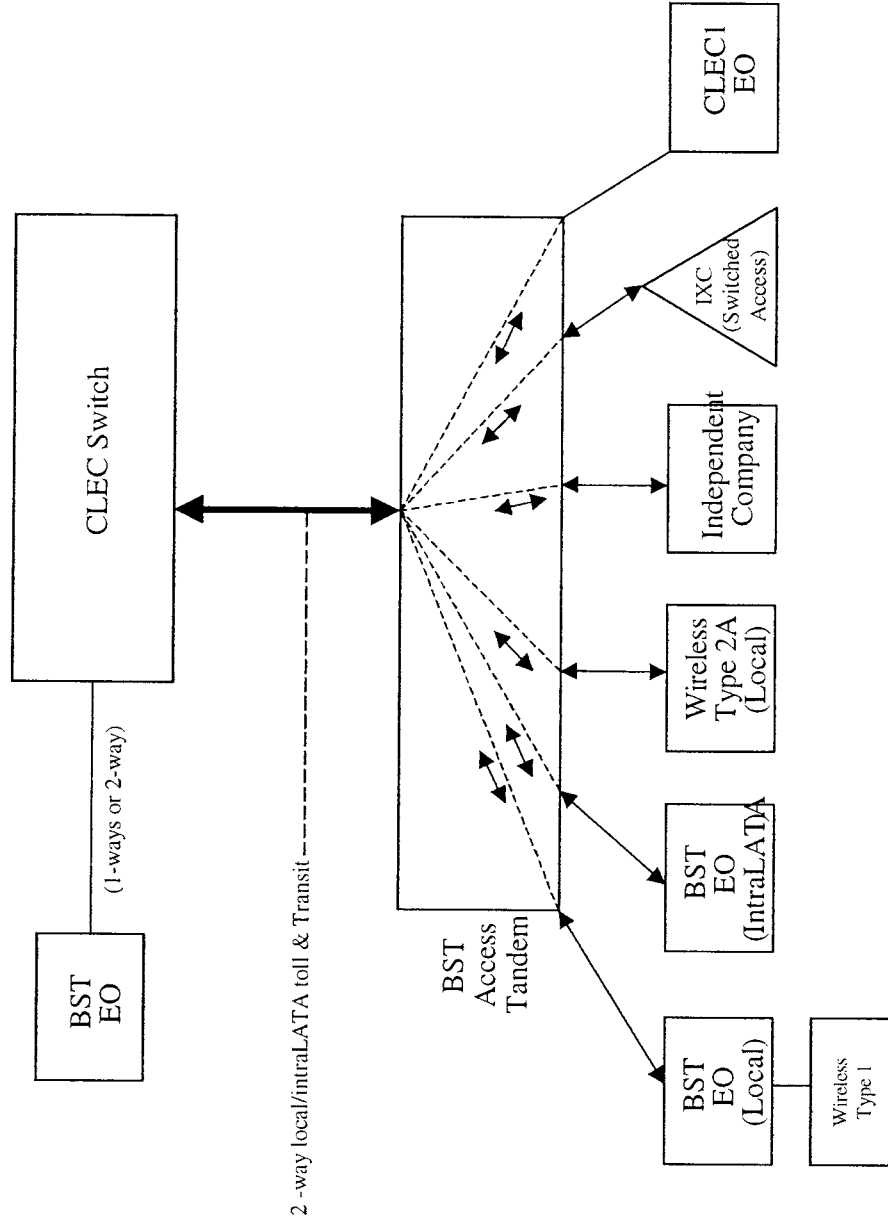


Exhibit E

Supergroup Architecture



| LOCAL INTERCONNECTION - Florida | | | | | | | | | | Attachment: 3 Exh A | | | | | | | | | | | | |
|---|---|---------|------|------------|-------|-------------|----------------------------------|--------------------------------------|--|--|---|---|---------------|--------------|-------|-------------------------|--|-------|-------|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | OSS Rates(\$) | | | | | | | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOMEc | SOMAN | SOMAN | SOMAN | SOMAN |
| | | | | | | | | | | | | | First | Add'l | First | Add'l | | | | | | |
| LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | | | | | | | | | | | | | | | | | | | | | | |
| NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. | | | | | | | | | | | | | | | | | | | | | | |
| TANDEM SWITCHING | | | | | | | | | | | | | | | | | | | | | | |
| | Tandem Switching Function Per MOU | | | | | 0.0006019bk | | | | | | | | | | | | | | | | |
| | Multiple Tandem Switching, per MOU (applies to initial tandem only) | | | | | 0.0006019 | | | | | | | | | | | | | | | | |
| | Tandem Intermediary Charge, per MOU* | | | | | 0.0025 | | | | | | | | | | | | | | | | |
| * This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges. | | | | | | | | | | | | | | | | | | | | | | |
| TRUNK CHARGE | | | | | | | | | | | | | | | | | | | | | | |
| | Installation Trunk Side Service - per DS0 | | | OHd | TPP6X | | | | | | | | 21.73 | 8.19 | | | | | | | | |
| | Installation Trunk Side Service - per DS0 | | | OHd | TPP9X | | | | | | | | 21.73 | 8.19 | | | | | | | | |
| | Dedicated End Office Trunk Port Service-per DS0** | | | OHd | TDEOP | 0.00 | | | | | | | | | | | | | | | | |
| | Dedicated End Office Trunk Port Service-per DS1** | | | OH1 | OH1MS | TDE1P | 0.00 | | | | | | | | | | | | | | | |
| | Dedicated Tandem Trunk Port Service-per DS0** | | | OHd | TDWOP | 0.00 | | | | | | | | | | | | | | | | |
| | Dedicated Tandem Trunk Port Service-per DS1** | | | OH1 | OH1MS | TDW1P | 0.00 | | | | | | | | | | | | | | | |
| ** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements | | | | | | | | | | | | | | | | | | | | | | |
| COMMON TRANSPORT (Shared) | | | | | | | | | | | | | | | | | | | | | | |
| | Common Transport - Per Mile, Per MOU | | | | | 0.0000035bk | | | | | | | | | | | | | | | | |
| | Common Transport - Facilities Termination Per MOU | | | | | 0.0004372bk | | | | | | | | | | | | | | | | |
| LOCAL INTERCONNECTION (DEDICATED TRANSPORT) | | | | | | | | | | | | | | | | | | | | | | |
| INTEROFFICE CHANNEL - DEDICATED TRANSPORT | | | | | | | | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month | | | OHM | 1L5NF | 0.0091 | | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month | | | OHM | 1L5NF | 25.32 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month | | | OHM | 1L5NK | 0.0091 | | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month | | | OHM | 1L5NK | 18.44 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month | | | OHM | 1L5NK | 0.0091 | | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month | | | OHM | 1L5NK | 18.44 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month | | | OH1, OH1MS | 1L5NL | 0.1856 | | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month | | | OH1, OH1MS | 1L5NL | 88.44 | 105.54 | 98.47 | 21.47 | 19.05 | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month | | | OH3, OH3MS | 1L5NM | 3.87 | | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month | | | OH3, OH3MS | 1L5NM | 1,071.00 | 335.46 | 219.28 | 72.03 | 70.56 | | | | | | | | | | | | |
| LOCAL CHANNEL - DEDICATED TRANSPORT | | | | | | | | | | | | | | | | | | | | | | |
| | Local Channel - Dedicated - 2-Wire Voice Grade per month | | | OHM | TEFV2 | 19.66 | 265.84 | 46.97 | 37.63 | 4.00 | | | | | | | | | | | | |
| | Local Channel - Dedicated - 4-Wire Voice Grade per month | | | OHM | TEFV4 | 20.45 | 266.54 | 47.67 | 44.22 | 5.33 | | | | | | | | | | | | |
| | Local Channel - Dedicated - DS1 per month | | | OH1 | TEFHG | 36.49 | 216.65 | 183.54 | 24.30 | 16.95 | | | | | | | | | | | | |
| | Local Channel - Dedicated - DS3 Facility Termination per month | | | OH3 | TEFHJ | 531.91 | 556.37 | 343.01 | 139.13 | 96.84 | | | | | | | | | | | | |
| LOCAL INTERCONNECTION MID-SPAN MEET | | | | | | | | | | | | | | | | | | | | | | |
| | Local Channel - Dedicated - DS1 per month | | | OH1MS | TEFHG | 0.00 | 0.00 | | | | | | | | | | | | | | | |
| | Local Channel - Dedicated - DS3 per month | | | OH3MS | TEFHJ | 0.00 | 0.00 | | | | | | | | | | | | | | | |
| MULTIPLEXERS | | | | | | | | | | | | | | | | | | | | | | |
| | Channelization - DS1 to DS0 Channel System | | | OH1, OH1MS | SATN1 | 146.77 | 101.42 | 71.62 | 11.09 | 10.49 | | | | | | | | | | | | |
| | DS3 to DS1 Channel System per month | | | OH3, OH3MS | SATNS | 211.19 | 199.28 | 118.64 | 40.34 | 39.07 | | | | | | | | | | | | |
| | DS3 Interface Unit (DS1 COCI) per month | | | OH1, OH1MS | SATCO | 13.76 | 10.07 | 7.08 | | | | | | | | | | | | | | |
| Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff. | | | | | | | | | | | | | | | | | | | | | | |
| SIGNALING (CCS7) | | | | | | | | | | | | | | | | | | | | | | |
| NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. | | | | | | | | | | | | | | | | | | | | | | |
| | CCS7 Signaling Termination, Per STP Port | | | UDB | PT8SX | 135.05 | | | | | | | | | | | | | | | | |

| LOCAL INTERCONNECTION - Florida | | | | | | | | | | | | | | | | |
|---------------------------------|---|---------|------|-----|-------|-------------|--------------|-------|-------------------------|---------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | Rec | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 3 Exh A | | | |
| | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | | | | OSS Rates(\$) | | | | | | |
| | | | | | | | | | | SOMEc | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | |
| | CCS7 Signaling Usage, Per TCAP Message | | | | | 0.0000607 | | | | | | | | | | |
| | CCS7 Signaling Connection, Per DS1 level link (A link) | | | UDB | TPP6A | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | |
| | CCS7 Signaling Connection, Per DS3 level link (A link) | | | UDB | TPP9A | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | |
| | CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link) | | | UDB | TPP6B | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | |
| | CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link) | | | UDB | TPP9B | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | |
| | CCS7 Signaling Usage, Per ISUP Message | | | | | 0.0000152bk | | | | | | | | | | |
| | CCS7 Signaling Usage Surrogate, per link per LATA | | | UDB | STU56 | 694.32bk | | | | | | | | | | |
| | CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected | | | UDB | CCAPO | | 46.03 | 46.03 | 46.03 | 46.03 | | | | | | |
| | CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected | | | UDB | CCAPD | | | | | | | | | | | |
| | CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling | | | UDB | TPP6X | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | |
| | CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling | | | UDB | TPP9X | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | |

Attachment 4
BellSouth Collocation

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BELLSOUTH COLLOCATION

1. Scope of Attachment

1.1 BellSouth Premises

1.1.1 The rates, terms and conditions contained within this Attachment shall only apply when Blonder Tongue Telephone is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment includes BellSouth Central Offices, and Remote Terminals (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. Where not specified, the language in this Attachment applies to both Central Office and Remote Site Collocation.

1.1.2 Third Party Property. If the BellSouth Premises, or the property on which it is located, is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies Blonder Tongue Telephone that BellSouth’s agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon Blonder Tongue Telephone’s request, BellSouth will use commercially reasonable efforts to obtain the owner’s consent and to otherwise secure such rights for Blonder Tongue Telephone. Blonder Tongue Telephone agrees to reimburse BellSouth for all costs incurred by BellSouth in obtaining such rights for Blonder Tongue Telephone. In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, is unable to secure such access and use rights for Blonder Tongue Telephone, Blonder Tongue Telephone shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Blonder Tongue Telephone in obtaining such permission.

1.2 Right to Occupy

1.2.1 BellSouth shall offer to Blonder Tongue Telephone collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Blonder Tongue Telephone to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Blonder Tongue Telephone and agreed to by BellSouth (hereinafter “Collocation Space”). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future

use on more preferential terms than those set forth in this Attachment.

- 1.2.2.1 In all states other than Florida, the size specified by Blonder Tongue Telephone may contemplate a request for space sufficient to accommodate Blonder Tongue Telephone's growth within a twenty-four (24) month period.
- 1.2.2.2 In the state of Florida, the size specified by Blonder Tongue Telephone may contemplate a request for space sufficient to accommodate Blonder Tongue Telephone's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign Blonder Tongue Telephone Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate Blonder Tongue Telephone's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase Blonder Tongue Telephone's cost or materially delay Blonder Tongue Telephone's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Blonder Tongue Telephone wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Transfer of Collocation Space
 - 1.4.1 Blonder Tongue Telephone shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the BellSouth Premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) Blonder Tongue Telephone has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Blonder Tongue Telephone's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.
 - 1.4.2 The responsibilities of Blonder Tongue Telephone shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection

agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and Blonder Tongue Telephone.

- 1.4.3 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.
- 1.5 Space Reclamation
- 1.5.1 In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. Blonder Tongue Telephone will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5.2 BellSouth may reclaim unused Collocation Space when a BellSouth Premises is at, or near, space exhaustion and Blonder Tongue Telephone cannot demonstrate that Blonder Tongue Telephone will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to Blonder Tongue Telephone requesting that Blonder Tongue Telephone release non-utilized Collocation Space to BellSouth, when one hundred percent (100%) of the Collocation Space in Blonder Tongue Telephone's collocation arrangement is not being utilized.
- 1.5.3 Within twenty (20) days of receipt of written notification from BellSouth, Blonder Tongue Telephone shall either: (1) return the non-utilized Collocation Space to BellSouth in which case Blonder Tongue Telephone shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date Blonder Tongue Telephone accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, Blonder Tongue Telephone shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.
- 1.5.4 Disputes concerning BellSouth's claim of space exhaust, or near exhaust, or Blonder Tongue Telephone's refusal to return requested Collocation Space should be resolved by BellSouth and Blonder Tongue Telephone pursuant to the dispute resolution language contained in the General Terms and Conditions.
- 1.6 Use of Space. Blonder Tongue Telephone may only place in the Collocation Space equipment necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to Blonder Tongue Telephone may

not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for Blonder Tongue Telephone's employees or certified suppliers.

- 1.7 Rates and Charges. Blonder Tongue Telephone agrees to pay the rates and charges identified in Exhibit B.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2 **Optional Reports**

- 2.1 Space Availability Report. Upon request from Blonder Tongue Telephone and at Blonder Tongue Telephone's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by Blonder Tongue Telephone.
- 2.1.1 The request from Blonder Tongue Telephone for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and the CLLI code for the BellSouth Premises requested. CLLI code information is located in the NECA Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request.
- 2.1.3 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth Region, shall be negotiated between the Parties.
- 2.2 Remote Terminal Information. Upon request, BellSouth will provide Blonder

Tongue Telephone with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

- 2.2.1 BellSouth will provide this information within thirty (30) days of a Blonder Tongue Telephone request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; and (ii) the information will only be provided for each serving wire center designated by Blonder Tongue Telephone, up to a maximum of thirty (30) wire centers per Blonder Tongue Telephone request per month per state. BellSouth will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time BellSouth sends the CD.

3 Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow Blonder Tongue Telephone to collocate Blonder Tongue Telephone's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Blonder Tongue Telephone to have direct access to Blonder Tongue Telephone's equipment and facilities in accordance with Section 5.1.2 below. BellSouth shall make cageless collocation available in single bay increments. Except where Blonder Tongue Telephone's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Blonder Tongue Telephone must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation

- 3.2.1 BellSouth will make caged Collocation Space in Central Offices available in fifty (50) square foot increments. At Blonder Tongue Telephone's option and expense, Blonder Tongue Telephone will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Blonder Tongue Telephone and Blonder Tongue Telephone's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Blonder Tongue Telephone's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Blonder Tongue Telephone's expense, documentation, which may include existing building architectural drawings, enclosure drawings,

specifications, etc., necessary for Blonder Tongue Telephone's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Blonder Tongue Telephone's BellSouth Certified Supplier shall bill Blonder Tongue Telephone directly for all work performed for Blonder Tongue Telephone. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Blonder Tongue Telephone's BellSouth Certified Supplier. Blonder Tongue Telephone must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Blonder Tongue Telephone's locked enclosure prior to notifying Blonder Tongue Telephone at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Blonder Tongue Telephone's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Blonder Tongue Telephone.

- 3.2.2 In the event Blonder Tongue Telephone's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review Blonder Tongue Telephone's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Blonder Tongue Telephone of its desire to conduct this review in BellSouth's Application Response, as defined herein, to Blonder Tongue Telephone's Initial Application. If Blonder Tongue Telephone's Initial Application does not indicate its desire to construct its own enclosure and Blonder Tongue Telephone subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Blonder Tongue Telephone will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Blonder Tongue Telephone subsequently decides construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, Blonder Tongue Telephone will submit a Subsequent Application, as defined in Section 6.2 below. If BellSouth elects to review Blonder Tongue Telephone's plans and specifications, then BellSouth will provide notification to Blonder Tongue Telephone within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Blonder Tongue Telephone's plans and specifications. Regardless of whether or not BellSouth elects to review Blonder Tongue Telephone's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Blonder Tongue Telephone's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Blonder Tongue Telephone's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of Blonder Tongue Telephone's caged Collocation Space, BellSouth shall require Blonder Tongue Telephone, at Blonder Tongue Telephone's expense, to remove or correct any structure that does not meet

Blonder Tongue Telephone's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

3.3.1 Blonder Tongue Telephone may allow other telecommunications carriers to share Blonder Tongue Telephone's caged Collocation Space, pursuant to the terms and conditions agreed to by Blonder Tongue Telephone (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Blonder Tongue Telephone. BellSouth shall be notified in writing by Blonder Tongue Telephone upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Blonder Tongue Telephone that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Blonder Tongue Telephone. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and Blonder Tongue Telephone.

3.3.2 Blonder Tongue Telephone, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Blonder Tongue Telephone with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Blonder Tongue Telephone shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.

3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.4 Blonder Tongue Telephone shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Blonder Tongue Telephone's Guest(s) in the Collocation