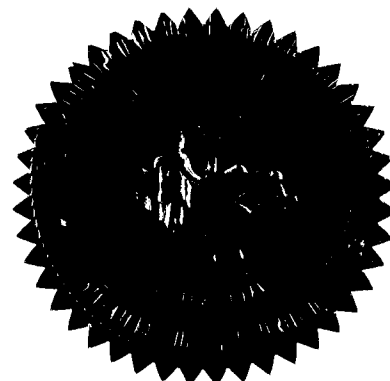


BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 001097-TP

In the Matter of

REQUEST FOR ARBITRATION CONCERNING
CONCERNING COMPLAINT OF BELLSOUTH
TELECOMMUNICATIONS, INC. AGAINST
SUPRA TELECOMMUNICATIONS AND
INFORMATION SYSTEMS, INC. FOR
RESOLUTIONS OF BILLING DISPUTES.



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VOLUME 2

PAGES 205 THROUGH 271

PROCEEDINGS: HEARING

BEFORE: COMMISSIONER LILA A. JABER
COMMISSIONER BRAULIO L. BAEZ
COMMISSIONER MICHAEL A. PALECKI

DATE: Thursday, May 3, 2001

TIME: Commenced at 9:35 a.m.
Concluded at 3:50 p.m.

PLACE: Betty Easley Conference Center
Room 152
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: KORETTA E. STANFORD
Official FPSC Reporter

APPEARANCES: (As heretofore noted.)

DOCUMENT NUMBER-DATE

FLORIDA PUBLIC SERVICE COMMISSION 05928 MAY 11 2001

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I N D E X

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P R O C E E D I N G S

(Transcript continues in sequence from Volume 1.)

COMMISSIONER JABER: Mr. Buechele, we are ready for your witness, if you want to go ahead and call her.

MR. BUECHELE: I call Carol Bentley.

COMMISSIONER JABER: Ms. Bentley, you've been sworn?

THE WITNESS: Yes.

CAROL BENTLEY

appeared as a witness on behalf of Supra Telecommunications and Information Systems, Inc. and, having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BUECHELE:

Q Ms. Bentley, could you state your name and working address for the record?

A Mm-hmm. Hold on one second.

Good afternoon. My name is Carol Bentley. I'm the Chief Financial Officer for Supra Telecom, and our address is 2620 Southwest 27th Avenue, Miami, Florida.

Q And did you file Direct Testimony and Rebuttal Testimony in this proceeding?

A Yes, I did.

Q And did you file exhibits with your Rebuttal Testimony, Exhibit Numbers A through C?

A Yes.

1 Q And do you have any amendments to your testimony?

2 A Yes. I'd like to amend the Rebuttal with another
3 Exhibit D, showing the details by month of the various charges
4 that we've been discussing here today.

5 Q Actually, is that your Direct Testimony?

6 A Oh, is it my Direct? I'm sorry, yes, my Direct.

7 MR. BUCHELE: And we have a stipulation, if there's
8 no objection to that so, I guess, we can mark that.

9 COMMISSIONER JABER: Let's take it a step at a time,
10 Mr. Buechele. Does she have any changes to her Direct
11 Testimony itself, the text of the Direct Testimony?

12 MR. BUCHELE: Yes. She amended to it include a
13 reference to a breakdown, and a breakdown is attached as an
14 exhibit as to how the charges are calculated on a specific
15 month-by-month basis.

16 COMMISSIONER JABER: All right. So, that would be an
17 amendment to Page 5 of her Direct Testimony?

18 THE WITNESS: Let me read it. It's on Page 2, and it
19 would begin on Line 8. At the end of that sentence there, I
20 would like to add, "A detailed breakdown of these charges taken
21 from BellSouth bills to Supra is attached hereto as Exhibit D."

22 COMMISSIONER JABER: And did you have changes to your
23 Rebuttal Testimony.

24 THE WITNESS: No, I do not.

25 COMMISSIONER JABER: All right. And there were no

1 objections to the inclusion of a new exhibit?

2 MS. WHITE: No, ma'am.

3 COMMISSIONER JABER: Thank you. Then, let the record
4 reflect that Ms. Bentley's Direct and Rebuttal Testimony has
5 been inserted into the record as though read.

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1 Supra Telecommunications and Information Systems Inc.
2620 SW 27 Avenue
2 Miami, Florida
3 33133

4 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
5

6	In re: Complaint of BellSouth Telecommunications,)	Docket No.: 001097-TP
7)	
8	Inc. against Supra Telecommunications and)	Dated: February
9)	
10	Information Systems, Inc., for Resolution of Billing)	DIRECT TESTIMONY OF CAROL BENTLEY
11)	BEFORE THE FLORIDA PUBLIC SERVICE
12	Disputes)	COMMISSION
13)	
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16 **Q. Please state your name and address?**

17 **A:** Carol Bentley. My office address is 2620 S.W. 27th Ave., Miami, Florida 33133.

19 **Q: What is your educational and employment background?**

20 **A:** I have a Bachelor of Science degree with a double major; mathematics and finance
21 and a minor in computer science. I have worked in various financial management
22 capacities, including Controller, Director of Finance, VP of Finance and CFO in the
23 telecommunications industry for the past 16 years.
24
25

1 **Q: What are the major components of the billing dispute presented to BellSouth**
2 **by Supra Telecom for a total of \$306,559.94.**

3
4 **A:** The dispute has three major components. The first component is \$33,352.97 for
5 Charges For Processing Change In Service billed in error. The second is \$48,917.69
6 for Charges For Unauthorized Local Service Change and Reconnection billed in error.
7 The third component is \$224,287.79 for End User Common Line charges (also know as
8 FCC Network Access Charges) billed in error. *A detailed breakdown of these*
9 *charges taken from BellSouth's bills to Supra is attached hereto as*
10 *Exhibit D.*

11 **Q: Can you provide the reasons that Supra Telecom believes these charges were**
12 **billed in error?**

13 **A:** In the Resale Agreement between BellSouth and Supra Telecom, dated June 1,
14 1997, Section 16, subsection B states:

15 In the event that BellSouth either before or after the effective date of this
16 Agreement, enters into an Agreement with any other telecommunications carrier
17 (an "Other Resale Agreement") which provides for the provision within the
18 state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North
19 Carolina, South Carolina and Tennessee of any of the arrangements covered by
20 this Agreement upon rates, terms or conditions that differ in any material respect
21 from the rates, terms and conditions for such arrangements set forth in this
22 Agreement ("Other Terms"), BellSouth shall be deemed thereby to have offered
23 such other Resale Agreement to Reseller in its entirety. In the event that
24 Reseller accepts such offer, such Other Terms shall be effective between
25 BellSouth and Reseller as of the date on which Reseller accepts such offer.

1
2 In fact BellSouth did enter into another agreement with AT&T on June 10, 1997 with
3 more favorable terms relating to the rates, terms and conditions. Supra Telecom
4 accepted BellSouth's offer and adopted the same agreement that AT&T and BellSouth
5 entered into. It is Supra Telecom's position then, that the effective date of the new
6 agreement between Supra Telecom and BellSouth is June 10, 1997.

7
8 The new agreement has no provision for service order charges, no provision for
9 unauthorized service change charges and no provision for Network Access Charges.
10 The previous agreement specifically calls out the terms for these charges. See original
11 Resale Agreement, Section VI, subsection F and Section VII, subsection L.

12
13 Since there are no provisions in the new agreement that allow BellSouth to charge
14 Supra Telecom for these types of charges, and the effective date of the new
15 agreement's more favorable terms is June 10, 1997, BellSouth must make a corrective
16 payment to Supra Telecom for charges billed that no longer apply.

17
18 Section XVI, subsection F of the original Resale Agreement state:

19 In the event that Reseller accepts a deemed offer of an Other Resale Agreement or
20 Other Terms, then BellSouth or Reseller, as applicable shall make a corrective
21 payment to the other party to correct for the difference between the rates set forth
22 herein and the rates in such revised Agreement or Other Terms for substantially
23 similar services for the period from the effective date of such revised Agreement or
24 Other Terms until the date that the parties execute such revised Agreement or
25 Reseller accepts such Other Terms...

1 **Q.** Does this conclude your testimony?

2

3 **A.** Yes and thank you.

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Dated this 27th day of December, 2000

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Direct Testimony of Carol Bentley

1 Supra Telecommunications and Information Systems Inc.
2 2620 SW 27 Avenue
3 Miami, Florida
4 33133

5 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

6 In re: Complaint of BellSouth Telecommunications,) Docket No.: 001097-TP
7)
8 Inc. against Supra Telecommunications and) Dated: March 15, 2001
9)
10 Information Systems, Inc., for Resolution of Billing)
11 Disputes) REBUTTAL TESTIMONY OF CAROL BENTLEY
12) BEFORE THE FLORIDA PUBLIC SERVICE
13) COMMISSION
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16 **Q. PLEASE STATE YOUR NAME AND ADDRESS?**

17 **A.** Carol Bentley. My office address is 2620 S.W. 27th Ave., Miami, Florida 33133.
18

19 **Q. BY WHO ARE YOU EMPLOYED AND IN WHAT POSITION?**

20 **A.** I am CFO of Supra Telecommunications & Information Systems, Inc. ("Supra" or "the
21 corporation").
22

23 **Q. ARE YOU THE SAME CAROL BENTLEY THAT FILED DIRECT TESTIMONY IN**
24 **THIS PROCEEDING IN FEBRUARY OF 2001?**

25 **A.** Yes.

1 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

2 **A:** The purpose of my rebuttal testimony is to rebut the direct testimony filed by
3 BellSouth witnesses Pat Finlen and Claude P. Morton. I will not attempt to respond to
4 every allegation made by those witnesses because much of their testimony has been
5 addressed adequately in my direct testimony.

6
7 **AT PAGE 3 OF HIS DIRECT TESTIMONY, MR. MORTON ASKED THE FOLLOWING**

8 **QUESTION:**

9 **SHOULD THE RATES AND CHARGES CONTAINED (OR NOT**
10 **CONTAINED) IN THE 1997 AT&T/BELLSOUTH AGREEMENT**
11 **APPLY TO THE BELLSOUTH BILLS AT ISSUE IN THIS**
12 **DOCKET?**

13 **DID MR. MORTON ANSWER THAT QUESTION AND OR ADDRESS THIS ISSUE**
14 **THROUGHOUT HIS ENTIRE TESTIMONY?**

15 **A.** No. Mr. Morton's entire testimony is about how accounts are set up for Resale vs.
16 UNE and whether or not Supra Telecom ordered Resale or UNE products from
17 BellSouth.
18

19
20 **Q. AT PAGE 3 OF HIS DIRECT TESTIMONY, MR. MORTON DESCRIBES HOW**
21 **ACCOUNTS FOR CLECS ARE ESTABLISHED BY BELLSOUTH. HE STATED**
22 **THAT:**

23 **REQUESTS FOR ACCOUNT ESTABLISHMENT COME TO**
24 **BELLSOUTH FROM THE CUSTOMER, USUALLY THROUGH**
25 **THE SALESPERSON.**

1 **WHAT ARE YOUR THOUGHTS ON THIS STATEMENT?**

2 **A.** It is true that Supra requested for accounts to be established by BellSouth. However,
3 it is valuable to know that it is BellSouth's "salesperson" that makes the final
4 determination on the types of account to be opened for a customer. It would seem
5 logical that it would be in the salesperson's and BellSouth's best interest that the
6 account with the higher rates be debited for elements and services procured by Supra
7 from BellSouth.
8

9
10 **Q. AT PAGE 5, LINES 9-10 OF HIS DIRECT TESTIMONY, MR. MORTON STATED
11 THAT:**

12 **UNDER THE THREE ACCOUNTS ESTABLISHED IN FEBRUARY 2000,
13 SUPRA BEGAN ORDERING UNBUNDLED NETWORK ELEMENTS
14 (UNEs) IN MARCH 2000.**

15 **DO YOU AGREE WITH THIS STATEMENT?**

16 **A.** Absolutely not. The above statement is absolutely and blatantly false as BellSouth
17 has refused to provide Supra with the capability of ordering UNEs, claiming that it
18 (BellSouth) has no contractual obligations to do so. Furthermore, the three UNE combo
19 lines that do exist in Supra's account with BellSouth were provisioned by BellSouth's
20 employees.
21

22 **Q. DID MR. MORTON'S DIRECT TESTIMONY ADDRESS ANY OF THE ISSUES
23 IDENTIFIED IN THIS PROCEEDING?**

24 **A.** Not at all.
25

1 **Q. AT PAGE 3 OF HIS DIRECT TESTIMONY, MR. FINLEN CONCLUDED THAT THE**
2 **BELLSOUTH/AT&T AGREEMENT IS NOT APPLICABLE TO THIS DISPUTE. DO**
3 **YOU AGREE?**

4 **A.** Absolutely not. As stated on pages 2-3 of my Direct Testimony, Section XVI (B) and
5 (F) of the June 1997 Resale Agreement contains proactive language that applies to
6 successive agreements that contain more favorable provisions.

7
8 **Q. WERE THE CHARGES IN DISPUTE SPECIFICALLY INCLUDED IN THE**
9 **BELLSOUTH/SUPRA JUNE 1997 RESALE AGREEMENT AND NOT INCLUDED IN**
10 **THE BELLSOUTH/AT&T JUNE 1997 INTERCONNECTION AGREEMENT?**

11 **A.** Yes. Attached as **CB Exhibit A** is the pertinent portion of the June 1997 Resale
12 Agreement between BellSouth and Supra. As could be seen from the attachment,
13 Sections VI (F)(a) and VII (L) (1)(2)(3) addressed the disputed charges. However, Part
14 IV of the General Terms and Conditions of the BellSouth/AT&T Interconnection
15 Agreement did not recognize these charges. A copy of the pertinent part is attached as
16 **CB Exhibit B**. Furthermore, Attachment 6, Section 2.4 bars BellSouth from imposing
17 additional charges not included in the agreement.

18
19 **Q. AT PAGES 3-11 OF HIS DIRECT TESTIMONY, MR. FINLEN PROVIDED**
20 **BELLSOUTH'S VERSION OF THE OCTOBER 1997 FRAUDULENT AGREEMENT.**
21 **DO YOU AGREE?**

22 **A.** Absolutely not. It is amazing that witness Finlen could use this story in an attempt to
23 find reasons for its abusive and oppressive practices against Supra rather than simply
24 confessing to the truth, apologizing, and implementing the intended terms of the
25 agreement.

1 Q. AT PAGES 14-17 OF HIS DIRECT TESTIMONY, MR. FINLEN CONCLUDED THAT
2 BELLSOUTH HAS APPROPRIATELY BILLED SUPRA FOR END USER COMMON
3 LINE CHARGES PURSUANT TO THE BELLSOUTH/SUPRA INTERCONNECTION
4 AND RESALE AGREEMENT. DO YOU AGREE WITH MR. FINLEN?

5 A. Absolutely not. Both the May 1997 Supra/BellSouth Resale Agreement and the June
6 1997 BellSouth/AT&T Interconnection Agreement are clear on what charges BellSouth
7 can charge Supra. Please see **CB Exhibits A&B**. BellSouth's argument is simply
8 disingenuous.

9
10 Q. AT PAGES 18-21 OF HIS DIRECT TESTIMONY, MR. FINLEN CONCLUDED THAT
11 BELLSOUTH HAS APPROPRIATELY BILLED SUPRA FOR CHANGES IN
12 SERVICES, UNATHOURIZED LOCAL SERVICE CHANGES, AND
13 RECONNECTIONS PURSUANT TO THE BELLSOUTH/SUPRA INTERCONNECTION
14 AND RESALE AGREEMENTS. DO YOU AGREE WITH MR. FINLEN?

15 A. Absolutely not. Please see **CB Exhibits A&B**. BellSouth will claim any reason in
16 order to support its inaccurate and inappropriate billing of Supra.

17
18 Q. AT PAGES 20-21 OF HIS DIRECT TESTIMONY, MR. FINLEN STATED THAT
19 SUPRA WAS FOUND GUILTY OF SLAMMING BY THE FPSC ORDER TO SHOW
20 CAUSE - SUPRA IN CC DOCKET NO. 971527-TX. DO YOU AGREE?

21 A. Absolutely not. In Order No. PSC-98-0500-AS-TX in CC Docket No. 971527 issued
22 on April 10, 1998, this matter was resolved with no finding of intentional wrongdoing by
23 Supra. Please see **CB Exhibit C**. It should be noted that Supra made it part of its
24 complaints in CC Docket No. 980119 that BellSouth encouraged consumers to file
25 complaints against the corporation at the FPSC.

1
2 **Q. AT PAGES 21-25 OF HIS DIRECT TESTIMONY, MR. FINLEN CONCLUDED THAT**
3 **BELLSOUTH HAD BILLED SUPRA APPROPRIATELY FOR SECONDARY SERVICE**
4 **CHARGES PURSUANT TO THE BELLSOUTH/SUPRA INTERCONNECTION AND**
5 **RESALE AGREEMENTS. DO YOU AGREE WITH MR. FINLEN?**

6 **A. Absolutely not. Again, witness Finlen's argument is simply disingenuous. Please see**
7 **CB Exhibits A&B.**

8
9 **Q. DO YOU HAVE OTHER COMMENTS?**

10 **A. As I pointed out in my direct testimony, there are no provisions in the new agreement**
11 **that allow BellSouth to charge Supra Telecom for the types of charges identified as**
12 **Issues 1-4 in this proceeding. Furthermore, the May 1997 Resale Agreement between**
13 **Supra and BellSouth provides for corrective payment to Supra. Section XVI, subsection**
14 **F of the May Resale Agreement states:**

15 In the event that Reseller accepts a deemed offer of an Other
16 Resale Agreement or Other Terms, then BellSouth or Reseller, as
17 applicable shall make a corrective payment to the other party to
18 correct for the difference between the rates set forth herein and the
19 rates in such revised Agreement or Other Terms for substantially
20 similar services for the period from the effective date of such
21 revised Agreement or Other Terms until the date that the parties
22 execute such revised Agreement or Reseller accepts such Other
23 Terms plus simple interest at a rate equal to the 30 day commercial
24 paper rate for high grade unsecured notes sold through dealers by

1 major corporations in multiples of \$1,000.00 as regularly published
2 in *The Wall Street Journal*.

3 Based on the plain unambiguous language of the above referenced section, it is clear
4 that Supra is entitled to a corrective payment from BellSouth.

5
6 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

7 **A.** Yes and thank you.
8
9
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11 *Carol Bentley 3/15/01*
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23 Dated this 15th day of March, 2001
24 _____
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1 MR. BUECHELE: Okay, thank you.

2 COMMISSIONER JABER: Now, let's identify exhibits.
3 The next exhibit number is 10, and it will be a composite
4 exhibit, Mr. Buechele, made up of what has previously been
5 identified in the prehearing order as CB-1, CB-2, CB-3, and new
6 Exhibit D; is that correct?

7 MR. BUECHELE: You could identify it as 4, if you'd
8 like, because she had identified all her exhibits as A, B, C,
9 and D.

10 COMMISSIONER JABER: Well, we've already inserted the
11 testimony in the record, which indicates that it's been
12 identified as Exhibit D.

13 MR. BUECHELE: That's fine.

14 COMMISSIONER JABER: So, for the sake of consistency
15 we'll do CB-1 through CB-3 and Exhibit D as composite Exhibit
16 10.

17 (Exhibit 10 marked for identification.)

18 BY MR. BUECHELE:

19 Q And if I asked you the same questions, would you
20 giver the same answers in your Direct and Rebuttal?

21 A Yes, I would.

22 MR. BUECHELE: Since it's inserted, I open her up for
23 cross examination.

24 COMMISSIONER JABER: Thank you. Ms. White.

25 MS. WHITE: Yes, thank you.

CROSS EXAMINATION

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BY MS. WHITE:

Q Good afternoon, Ms. Bentley. My name is Nancy White. I represent BellSouth Telecommunications in this docket today. When did you join Supra Telecommunications?

A In October '98.

Q Okay. And you joined Supra as the CFO?

A No, I joined as Vice President of Finance.

Q Okay.

COMMISSIONER JABER: Ms. White, I'm sorry to interrupt you, do we have -- Mr. Buechele, do the Commissioners have Exhibit D?

MR. BUECHELE: No, I'll provide you a copy.

COMMISSIONER JABER: I'm sorry, I interrupted you.

MS. WHITE: That's okay.

COMMISSIONER JABER: It just occurred to me that we don't have copies of that.

MR. FORDHAM: Commissioner, we're a little unclear as to the numbering sequence here. This --

COMMISSIONER JABER: Exhibit 9 was withdrawn, but it was already identified, so this is composite Exhibit 10.

MR. FORDHAM: Okay, thank you.

Are there no other copies? Did you have one more copy, sir?

COMMISSIONER JABER: Thank you, Ms. White, go ahead.

1 MS. WHITE: Sure.

2 BY MS. WHITE:

3 Q Ms. Bentley, just to go back a minute, you said you
4 started with Supra in October 1998 as the Vice President of
5 Finance?

6 A That's correct.

7 Q And what were your duties in that position?

8 A I was responsible for the Accounting Department -- I
9 guess, accounting. I assisted with, but was not necessarily
10 responsible for Customer Operations and I.T.

11 Q And then, do you have the same duties plus more as
12 the CFO?

13 A Yes. I have added treasury, collections, and
14 accounts payable.

15 Q Okay. Now, one of the reasons you believe Supra was
16 billed in error for the end user common line charges, the
17 unauthorized local service change charges and the secondary
18 service order charges, the 16-B -- Section 16-B of the 1997
19 the Resale Agreement; is that correct?

20 A That's correct.

21 Q And I believe, you quote Section 16-B of the 1997
22 Resale Agreement on Page 2 of your Direct Testimony; is that
23 correct?

24 A Yes, I do.

25 Q Now, it's your testimony on Page 3 of your Direct

1 Testimony, Lines 1 through 6, that Supra accepted and adopted
2 the offer of the AT&T -- the Agreement between AT&T and
3 BellSouth on June 10th, 1997; is that correct?

4 A That's what I testified.

5 Q Did Supra ever write a letter to BellSouth saying we
6 invoke Section 16-B of the '97 Resale Agreement?

7 A Supra was under the assumption that we had been
8 offered the AT&T Agreement when we were working with BellSouth
9 in adopting the Interconnection Agreement.

10 Q In the what? I'm sorry, could you repeat that?

11 A Supra was under the impression we had been offered
12 the AT&T Agreement, and were working with the AT&T Agreement,
13 and had signed, in fact, the AT&T Agreement when we signed the
14 1997 Interconnection Agreement.

15 Q Okay. Now, you didn't work for Supra in 1997,
16 correct?

17 A No, I did not.

18 Q So, you have no personal knowledge of what Supra
19 thought -- people at Supra thought or didn't think in 1997, do
20 you?

21 A I was just provided with the business records
22 indicating all of the correspondence back and forth which I
23 then used to make my assessment of the bills and the
24 appropriate rates and appropriate charges on those bills.

25 Q Okay. Now, did Supra ever write a letter to

1 BellSouth saying we invoke Section 16-B of the 1997 Resale
2 Agreement?

3 A With the exact words you're saying, not to my
4 knowledge.

5 Q Did Supra ever tell BellSouth we are accepting the
6 AT&T Agreement?

7 A I believe that verbally that happened, yes.

8 Q And when did that occur?

9 A When Mr. Ramos signed the Agreement.

10 Q And when was that?

11 A I'm not sure.

12 Q Okay.

13 A I think, we talked about it here earlier.

14 Q Now, you're familiar with the signed document wherein
15 Supra adopted the AT&T Agreement?

16 A The 1999 documents?

17 Q Yes, ma'am.

18 A Yes, I am.

19 Q Okay. This is already -- well, possibly it's not, so
20 I'd better hand it out. I am handing out a copy of the
21 November 10th, 1999 letter and filing with the Public Service
22 Commission of the adoption of the Supra -- excuse me, the
23 adoption by Supra of the BellSouth/AT&T Agreement. Could you
24 look through that and tell me if you recognize that?

25 A I'm familiar with it. I've seen it before.

1 Q Okay.

2 MS. WHITE: Commissioner Jaber, I'm really at this
3 point not sure whether this is already in the record or not, so
4 just to be on the safe side, may I ask that this document be
5 identified for the record?

6 COMMISSIONER JABER: Exhibit 11, November 10th, 1999,
7 letter from Supra.

8 MS. WHITE: Okay. Well, actually it's from BellSouth
9 to the Commission.

10 COMMISSIONER JABER: PSC filing?

11 MS. WHITE: Yes.

12 (Exhibit 11 marked for identification.)

13 BY MS. WHITE:

14 Q Now, could you turn to the third page of the package
15 I handed you and read the first paragraph labeled -- the page
16 is labeled, "Agreement."

17 A Mm-hmm. Beginning with "This Agreement...?"

18 Q Yes, ma'am.

19 A "This Agreement, which shall become effective as of
20 5th day of October, 1999, is entered into by and between Supra
21 Telecommunications and Information Systems, Inc., a Florida
22 corporation, on behalf of itself and BellSouth
23 Telecommunications, Inc., a Georgia corporation, having an
24 office, blah, blah, on behalf of itself and its successors and
25 assigns."

1 Q Okay. Now, go to -- if you stay on that same page,
2 and you see the "NOW, THEREFORE" clause?

3 A Yes.

4 Q Could you go to the paragraph numbered one, and read
5 the first sentence of that paragraph.

6 A Beginning with "Supra and BellSouth..."?

7 Q Yes.

8 A "Supra and BellSouth shall adopt the Interconnection
9 Agreement executed between BellSouth and AT&T Communications of
10 the Southern States, Inc. for the state of Florida.

11 BellSouth/AT&T Interconnection Agreement dated June 10th, 1997,
12 and any and all amendments to said Agreement executed and
13 approved by the appropriate state regulatory commission as of
14 the date of the execution of this Agreement. The
15 BellSouth/AT&T Interconnection Agreement and all amendments are
16 attached hereto as Exhibit 1 and incorporated herein by this
17 reference. The adoption of this Agreement with amendments
18 consist of the following:"

19 Q Thank you.

20 Now, you would agree that this document states when
21 the Agreement is effective, wouldn't you?

22 A Yes.

23 Q And it states that that date is October 5th, 1999,
24 correct?

25 A Yes.

1 Q Now, would you agree that when the AT&T Agreement was
2 adopted by Supra and became effective on October 5th, 1999,
3 then the 1997 Resale Agreement was no longer in effect?

4 A Well, the 1997 Resale Agreement had some
5 forward-looking provisions in it that would impact things
6 beyond its date.

7 Q So, are you saying that portions of the 1997 Resale
8 Agreement were still in effect when this Agreement was
9 effective on October 5th, 1999?

10 A I don't know if that's the right word, still in
11 effect. There's provisions for -- in Section 16 for
12 retroactive application of more favorable terms. So, I guess,
13 I wouldn't say forward-looking, I'd say retroactive.

14 Q Ms. Bentley, I'm going to hand out to you a copy of
15 Section 22.10 of the AT&T Agreement. Right here is just copies
16 of that Section. If you would like to look at the entire to
17 satisfy yourself that it's from the AT&T Agreement, I have one
18 copy of the entire Agreement that I'd be happy to hand you.

19 A I would, please.

20 Q Okay.

21 MS. WHITE: May I approach the witness? Thank you.
22 And while we're waiting for Ms. Bentley to look at it. I would
23 like to mark this document, Section 22.10 of the BellSouth/AT&T
24 Agreement, as an exhibit.

25 COMMISSIONER JABER: This will be Exhibit 12.

1 (Exhibit 12 marked for identification.)

2 BY MS. WHITE:

3 Q And Ms. Bentley, just let me know when you're ready.

4 A I can answer subject to check, if you'd like.

5 Q Okay. Now, would you agree that Section 22.10 of the
6 AT&T Agreement states that "This Agreement with the
7 Attachments, Appendices, and other documents referenced herein,
8 constitute the entire Agreement between the parties"?

9 A That's what it says here in this section.

10 Q Okay. And would you agree that this section states
11 that this AT&T Agreement, adopted by Supra on October 5th,
12 1999, "supersedes any prior Agreements, representations,
13 statements, negotiations, understandings, proposals, or
14 undertakings, oral or written, with respect to the subject
15 matter expressly set forth herein"?

16 A I see that it says that.

17 Q Now, are you familiar with Section 252-E of the
18 Telecommunications Act of 1996?

19 A Not specifically.

20 Q Are you familiar with the requirement in the
21 Telecommunications Act that all Interconnection Agreements are
22 required to be submitted for approval to the state commissions?

23 A Yes, I am.

24 Q And are you familiar with the fact that this
25 Commission requires adopted Agreements to be submitted for

1 approval as well?

2 A I wasn't aware of that, specifically.

3 Q Okay. Would you accept that, subject to check?

4 A Sure.

5 Q Are you familiar with the Florida statutes that
6 require that prices for interconnection and resale to be on
7 file with the Public Service Commission?

8 A Can you say that again, please? I'm sorry.

9 Q Are you familiar with the fact that the Florida
10 statutes, specifically 364.162, requires prices for
11 interconnection and resale to be on file with the Public
12 Service Commission?

13 A I have not read that specific statute.

14 Q Okay. Well, let me ask you this: You would agree,
15 wouldn't you, that even if this Commission accepts your
16 argument that Supra adopted the AT&T Agreement on June 10th,
17 '97, Supra's adoption papers were not signed until October 5th,
18 1999, correct?

19 A I would agree with that.

20 Q And do you know who signed the adoption papers for
21 Supra?

22 A I would assume Mr. Ramos, but that would be subject
23 to check.

24 Q Okay. Now, are you familiar with the order of this
25 Commission approving the adoption by Supra of the AT&T

1 Agreement?

2 A Not specifically.

3 MS. WHITE: Just for ease of use, I'm going to hand
4 out copies of the order. I don't think it needs to be made an
5 exhibit, because it's part of the Official Recognition List.

6 COMMISSIONER JABER: What's the order number,
7 Ms. White?

8 MS. WHITE: Number PSC-99-2304-FOF-TP, and it was
9 issued on November 30th, 1999.

10 BY MS. WHITE:

11 Q If you would turn to Page 2 of that order and look at
12 the first sentence of the first full paragraph. Would you
13 agree that that states that the adoption of this Agreement and
14 the referencing the BellSouth -- the Supra adoption of the
15 BellSouth/AT&T Agreement shall be effective on the date of
16 issuance of this order?

17 A I agree that's what it says.

18 Q And if you'd look at the first page of this order,
19 would you agree that this particular order, number 99-2304, was
20 issued on November 30th, 1999?

21 A Yes.

22 Q Okay. Now, you also testified that Section 16-F of
23 the 1997 Resale Agreement entitled Supra to a corrective
24 payment. I believe, that's on Page 3 of your Direct Testimony;
25 is that correct?

1 A Yes.

2 Q Have you ever written BellSouth a letter saying that
3 pursuant to Section 16-F of the 1997 Resale Agreement, we want
4 a corrective payment?

5 A Yes.

6 Q When?

7 A There was correspondence between Ms. Shirley Fleming,
8 Pat Finlen, and Supra regarding a corrective payment being the
9 basis of this dispute that we're talking about.

10 Q And would you agree that that correspondence took
11 place in 2000, the year 2000?

12 A I don't know when it was in response to the billing
13 dispute relative to the charges in 1997 and in 1998.

14 Q Is that correspondence attached to your testimony? I
15 will submit to you that it is attached to Mr. Finlen's
16 testimony. Was it attached to your testimony?

17 A I don't recall.

18 Q Okay. Now, on Page 4 of your Rebuttal Testimony,
19 Lines 22 through 25, you dispute Mr. Finlen's version of the
20 discrepancies in the Interconnection Agreement; is that
21 correct?

22 A I'm disputing what Mr. Finlen is concluding is the
23 effective date of various Agreements.

24 Q Well, you stated it, quote, "It's amazing that
25 witness Finlen could use this story," end quote.

1 A I must be looking at a different place than you are.

2 Q I'm sorry. This is Page 4 of your Rebuttal

3 Testimony.

4 A Page 4, Line --

5 Q Line 22.

6 A Oh, I was looking at Line 2, sorry.

7 Q My question is you're disputing Mr. Finlen's version

8 of the discrepancy in the Interconnection Agreement; is that

9 correct?

10 A I am not disputing his version.

11 Q You're not disputing his version?

12 A No. What I'm saying is that using that series of
13 events as a reason for concluding the effective dates are --

14 was amazing to me.

15 Q And that series of events occurred in 1997 and partly
16 in 1998, correct?

17 A It was in 1997. I don't know when it was finally
18 concluded; yes, in 1998.

19 Q Okay. But you didn't begin to work for Supra until
20 October of 1998; is that correct?

21 A I'm very familiar with actions that BellSouth took
22 and the things that transpired as part of that.

23 Q Do you have any personal knowledge, personal
24 knowledge, of anything that occurred concerning Supra prior to
25 October of 1998 when you started working for them?

1 A Only by reviewing the company's business records.

2 Q Mm-hmm. Now, do you have a copy of the 1997 Resale
3 Agreement with you?

4 A I do.

5 Q Okay. And again, this is already an exhibit to
6 Mr. Finlen's testimony. I believe, it's Exhibit 1 to his
7 testimony, but just for convenience sake, I'm handing out a
8 copy of the 1997 Resale Agreement.

9 Ms. Bentley would you turn to Section 7, Roman
10 numeral VII-2 of that Agreement?

11 A Did you say 7 or 17?

12 Q It's not VII-2. It's Roman numeral VII. I'm sorry,
13 let me rephrase that. Let me find my right -- I'm sorry, would
14 you turn to VII-L of that Agreement. Now, would you agree that
15 that states that BellSouth will bill the end user common line
16 charges to Supra?

17 A Pursuant to 47 CFR?

18 Q That's correct.

19 A Assuming we're talking about resale, yes, I agree.

20 Q Okay. And would you agree that Section 4-B, Roman
21 numeral IV-B of the 1997 Resale Agreement states that "Resold
22 services are subject to the same types and conditions -- terms
23 and conditions, as are specified in BellSouth's tariffs"?

24 A 4-B?

25 Q Yes, Roman numeral IV-B. Paragraph starts, "Resale

1 services can only be used..."

2 A And your question was?

3 Q Isn't it true that that statement says that "Resold
4 services are subject to the same terms and conditions as are
5 specified for such services when furnished to an individual end
6 user of the company in the appropriate section of the company's
7 tariffs"?

8 A Are you reading from that or did you paraphrase it?

9 Q No, I'm actually reading from it.

10 A Okay. I agree that's what it says, then.

11 Q Okay. Now, does Supra bill its end users for the end
12 user common line charge?

13 A I didn't hear you. Does Supra bill our end users?

14 Q Does Supra bill its end users the end user common
15 line charge?

16 A Yes, it does.

17 Q And how much does Supra charge it's end users for the
18 end user common line charge?

19 A It depends on whether it's business, residential,
20 first line or second line.

21 Q Okay. Can you tell me what the rates you charge are
22 for each of those?

23 A Off the top of my head, I'm not sure exactly. I
24 think, it's somewhere around -- well, they recently increased
25 -- are you talking about back then or no?

1 Q Back then. Let's start with back then.

2 A Back then it was \$3.50 for a residential first line
3 and \$4-- no, I think, it was even \$5 something for a second
4 line and the business was maybe \$4.50 for the first line and
5 almost \$7.00 for the second line.

6 Q Okay.

7 A Those are estimates. I don't know off the top of my
8 head.

9 Q Now, would you agree -- are you familiar with FCC
10 Rule 51.617-A?

11 A Yes, I am.

12 Q And would you agree that that rule states that the
13 incumbent local exchange companies shall access the end user
14 common line charge on resellers?

15 A I think, you have to take it in its entirety and
16 include Section B, which states that those charges don't apply
17 to carriers who are IXCs, because --

18 Q Okay. Let's stay with Section A for a minute.

19 A You have to put them together, because one excludes
20 the other.

21 Q Well, my question is about Section A. Does it state
22 that ILECs shall assess the end user common line charge on
23 resellers, Section A, that's all I'm talking about.

24 A Separating the two distorts its meaning, so that's
25 what we've been arguing for months.

1 Q Ms. Bentley, does Section A of Rule 51.617 --

2 MR. BUECHELE: Do you have a copy for her?

3 MS. WHITE: Yes, I'd be happy to. And again, I
4 believe, this is attached to Mr. Finlen's testimony as an
5 exhibit, so we don't need to have it added into the record.

6 COMMISSIONER JABER: Ms. White, do you want to ask
7 your question again?

8 MS. WHITE: Yes.

9 BY MS. WHITE:

10 Q Does Rule 51.617-A, state that ILECs shall assess the
11 end user common line charge on resellers?

12 A That's what Section A says.

13 Q Thank you. Now, explain to me how you think Section B
14 works.

15 A Section B says that other than the end user common
16 line charge upon interexchange carriers.

17 Q Okay. It says that if you're an interexchange
18 carrier that uses the incumbent LECs facilities to provide
19 interstate or international telecommunications services to the
20 interexchange carriers' subscribers, then you're assessed
21 interstate access charges rather than the end user common line
22 charge, correct?

23 A That's correct.

24 Q Is Supra the interexchange carrier for all its
25 customers?

1 A Well, it's another one of our points at issue. We
2 have been attempting to order those services through our
3 Agreements with BellSouth and have been denied.

4 Q Order what services?

5 A Forgive me, if I use the wrong technical terms, but
6 Feature Group D trunks and trunks between LATAs so that we can
7 expand our calling area. And so, our position is that had we
8 been allowed to we would have been the interexchange carrier.

9 Q So, your testimony is that you require something from
10 BellSouth to provide interstate and international
11 telecommunications services?

12 A I didn't say international.

13 Q That was my question.

14 A It says, "or international." It's just interstate.

15 Q Okay. Now, what is slamming, Ms. Bentley?

16 A An official definition or my opinion?

17 Q Whatever definition you'd like to give us.

18 A Well, there's an FCC access tariff that describes it,
19 talks about it, and it refers to changing an end user's
20 Preferred Interexchange Carrier code or PIC code without their
21 authorization.

22 Q Okay. Do you understand, Ms. Bentley, that slamming
23 also includes changing an end user's local service without
24 their authorization?

25 A I understand that more recently that's becoming an

1 accepted definition, yes.

2 Q Do you understand that this Commission has rules as
3 to how you can change your customer's local service as well as
4 their local long-distance service?

5 A I'm familiar with the rules.

6 Q Okay. Now, isn't it true that Section 6-F of the
7 1997 Resale Agreement states that if an unauthorized change in
8 local service has occurred, BellSouth will assess Supra an
9 unauthorized charge similar to that described in FCC tariff
10 number one, Section 13.3.3?

11 A Yes, I'm familiar with that clause.

12 Q And that charge in Section 6-F of the 1997 Resale
13 Agreement is \$19.41; is it not?

14 A Mm-hmm, yes.

15 Q And isn't it true that Section 6-F also provides that
16 if the company -- if BellSouth determines that unauthorized
17 change in local service has occurred, BellSouth will
18 reestablish the service with the appropriate local service
19 provider?

20 A It doesn't define what it means by determines and
21 what the process is, but I grant you that it says that.

22 Q All right. Would you agree that Section 6-D of the
23 Interconnection Agreement specifically states that Supra must
24 be able to demonstrate end user authorization upon request?

25 A Yes.

1 Q Did Supra ever provide BellSouth with such end user
2 authorization?

3 A I'm not aware that BellSouth ever requested it.

4 Q Oh, really? You don't think BellSouth ever requested
5 it?

6 A I'm not aware of it.

7 Q Ms. Bentley, I'm going to hand you a copy of a letter
8 dated March 30th, 2000, from Lynn Smith, Operations Assistant
9 Vice President for BellSouth, and it is written to you. I'm
10 not going to ask that this be identified as an exhibit, because
11 it's already attached to Exhibit Number 3, I believe.

12 A This is a letter from Claude Morton, not Lynn Smith.

13 Q If you look at it, it says, "Signed: Claude Morton
14 for Lynn Smith"; does it not?

15 A I never had any discussions with Lynn Smith. Claude
16 Morton took all of her calls, answered all of her
17 correspondence, so I'm not aware that even Lynn Smith exists.
18 I'm only aware of Claude Morton.

19 Q Well, Ms. Bentley, did you receive this letter? Do
20 you remember receiving this letter?

21 A Yes.

22 Q And will you look at Page 2, please, Line -- it's
23 paragraph numbered 1 and it's labeled, "Charges for processing
24 changes in service and unauthorized local service
25 changes/reconnections," would you look at the second paragraph

1 of that?

2 A You don't have an original of this? I don't know
3 that this is the letter I received. It's in a different
4 format.

5 Q Well, I believe, you stated earlier, just a couple
6 minutes ago, that you recalled receiving this letter.

7 MR. BUECHELE: Objection; she, obviously, never
8 received this letter right here, and you're asking her
9 specifics.

10 COMMISSIONER JABER: Ms. Bentley, is your concern
11 that you're not sure this is exactly the letter that you
12 received?

13 THE WITNESS: Well, I've had -- in other
14 reproductions of letters, I've found typographical errors and
15 slight differences, so I was wondering if you had the actual
16 original.

17 MS. WHITE: It's attached to the -- I'll move on,
18 because it's attached to the complaint, I believe, the original
19 is, I thought, but I'll double-check that.

20 COMMISSIONER JABER: Would you be prepared to answer
21 the questions if you took just a couple minutes to read this
22 letter?

23 THE WITNESS: All right. Or I'll answer it subject
24 to check, please, against the original letter.

25 MS. WHITE: Sure.

1 THE WITNESS: Because I have the original letter in
2 my files in my office.

3 BY MS. WHITE:

4 Q Sure. And if you'd like to provide the original
5 letter as an addition, that's fine with me as well.

6 A Okay, what section are you asking me to look at,
7 please?

8 Q The second page, the second paragraph under number
9 one. Would you read that into the record, please?

10 A "BellSouth believes that these changed charges have
11 been appropriately billed to Supra; therefore, the dispute is
12 denied. The charges for unauthorized changes are valid, unless
13 Supra is able to provide BellSouth with a letter of
14 authorization from the end user."

15 Q Did Supra ever provide BellSouth authorizations from
16 the end user?

17 A Well, I still don't consider this a request but no,
18 we didn't.

19 Q You don't consider this an invitation to provide end
20 user authorization to BellSouth?

21 A I suppose, we're splitting hairs over that.

22 Q Yeah, I suppose, we are.

23 All right. Now, if you'd look at Section 4-B of the
24 1997 Resale Agreement; I think, you've already looked at that,
25 and it states that resold services are subject to the same

1 terms and conditions as are specified in BellSouth's tariffs,
2 correct?

3 A Slow down, slow down, where are we, 4 --

4 Q 4-B.

5 A 4-B, I'm there.

6 Q Okay. And, I think, you agreed earlier with me that
7 it states that resold services are subject to the same terms
8 and conditions as are specified in BellSouth's tariffs.

9 A Yes.

10 Q Is that correct?

11 A Yes.

12 Q Now, you would agree, wouldn't you, that Supra wants
13 to be the single point of contact for Supra's customers?

14 A I would want to agree with that.

15 Q I'm sorry?

16 A Your question was what?

17 Q Would you agree with me that Supra wants to be the
18 single point of contact for your customers?

19 A I don't know.

20 Q Do you want your customers calling BellSouth for
21 things?

22 A For what kinds of things?

23 Q Do you want your customers calling BellSouth to say I
24 want to add this service or change this service?

25 A No, certainly not, no.

1 Q So, you want your customers to call you, correct?

2 A Yes, for those types of things, yes.

3 Q Okay. Now, I assume that Supra bills its customer
4 for services, correct?

5 A Yes.

6 Q Does Supra charge its customers for any changes they
7 make in their service? And I'll give you an example. For
8 example, say I'm a Supra customer and I have just a 1FR right
9 now. And I call Supra up tomorrow and say, "I want to add
10 three vertical features: Call waiting, call forwarding,
11 whatever." Would you charge me to make that change?

12 A We've gone back and forth on it. For a while, we
13 were not charging it and then we added it to our tariff, we
14 began charging for it and at the moment, I don't know whether
15 we charge for it or not, to tell you the truth.

16 Q When you charged for it, what was the charge? What
17 was the amount of money?

18 A I don't recall.

19 Q Do you have with you order number PSC-98-1001 that
20 was issued on July 22nd, 1998?

21 A What's it about?

22 Q Well, it was a complaint that Supra filed against
23 BellSouth, and I don't have a copy for everybody. It is on the
24 Official Recognition List. Why don't you give --

25 A What is the order number, Ms. White?

1 Q 98-1011-FOF-TP.

2 A I do have that one with me.

3 Q Would you turn to Page 37 of that order?

4 A Okay.

5 Q And if you look at the paragraph under determination,
6 the last sentence of that paragraph, would you agree with me
7 that the Commission is stating there that the Resale Agreement
8 between BellSouth and Supra, specifically, states that Supra
9 may resell to have local exchange services subject to the terms
10 and conditions agreed upon in the Resale Agreement?

11 A Yes, but I don't really have any idea in what context
12 this is. I haven't studied this order at all.

13 Q Okay, I understand.

14 A I can read the words, but I don't know what their
15 context is.

16 MS. WHITE: May I have just a couple of minutes? I
17 think, I might be done, and I just need to gather myself a
18 little bit.

19 COMMISSIONER JABER: That's fine.

20 MS. WHITE: Thank you, Commissioner Jaber. I don't
21 have further questions.

22 COMMISSIONER JABER: Commissioners?

23 COMMISSIONER PALECKI: I have just one question.

24 In August of 1999 when Supra informed BellSouth that
25 they wanted to accept the BellSouth/AT&T Agreement, did Supra

1 at that time make any statement to BellSouth that they felt
2 that they had been under the Agreement the entire time from
3 1997? Was there any language, whatsoever, that you felt that
4 had been accepted at an earlier date?

5 THE WITNESS: I think, some of the things that our
6 counsel was pointing out earlier in the communications between
7 Mr. Ramos and Mr. Finlen from Mr. Finlen's depositions that we
8 were told that we were operating under those -- under the AT&T
9 arbitrated terms.

10 COMMISSIONER PALECKI: Did you refer to those -- to
11 that information or make any reference to it at all when you
12 informed BellSouth in August 1999 that you wanted to accept the
13 BellSouth/AT&T Agreement?

14 THE WITNESS: No. I think, Mr. Ramos probably just
15 wanted to get the proper Agreement in place as quickly as
16 possible when he realized that he, in fact, did not have the
17 AT&T Agreement.

18 COMMISSIONER PALECKI: Thank you.

19 COMMISSIONER JABER: Staff?

20 MR. FORDHAM: Thank you, Commissioner.

21 CROSS EXAMINATION

22 BY MR. FORDHAM:

23 Q Ms. Bentley, Ms. White earlier asked whether a letter
24 sometime in the year 2000 was the first actual raising of the
25 dispute over these particular areas, and I did not really

1 understand your answer, whether you had protested the billing
2 prior to that letter in 2000.

3 A By filing the billing dispute itself is my first
4 raising of the issues, and that was filed December 20th '99, I
5 believe, is the date of the filing.

6 Q And was that a letter --

7 A It was on BellSouth's standard -- sorry. It was on
8 BellSouth's standard billing adjustment request form.

9 Q And so, the end of '99 was when you think was the
10 first time you raised the dispute; is that what you're saying?

11 A Formally, in the dispute process, yes.

12 Q Well, did you raise it in any other forum prior to
13 1999?

14 A I, personally, didn't.

15 Q Okay. Assuming then, that '99 -- the end of '99 was
16 the first time it was raised, would you consider that to be
17 raised timely?

18 A Timely in terms of what?

19 Q Well, in relation to the terms in the Agreement
20 between BellSouth and Supra?

21 A I don't think it was untimely.

22 Q Well, are you aware of a provision in the Agreement
23 that calls for disputed charges to be brought within 60 days of
24 billing?

25 A Which Agreement?

1 Q In the '97 Resale Agreement.

2 A Subject to check, I'm not familiar with it, no.

3 Q Okay. Then, assuming, for a moment, just assume that
4 that is correct, that it has that 60-day -- brought within 60
5 days, would you then consider November of '99 to be a timely
6 protest of those charges?

7 A Again, I don't find it untimely.

8 Q Well, I'm sorry, but I'm --

9 A Maybe if you could point me to the provision.

10 Q Well, I'm just a little confused that you don't find
11 it untimely.

12 COMMISSIONER JABER: Mr. Fordham --

13 MR. FORDHAM: I'm sorry.

14 COMMISSIONER JABER: Direct her to the Resale
15 Agreement and where that language may be found, and then ask
16 your question.

17 MR. FORDHAM: I think, we've addressed that enough,
18 Commissioner.

19 COMMISSIONER JABER: I'm interested in hearing the
20 answer. Do you want to take a few minutes and just kind of
21 find it?

22 MR. FORDHAM: Yeah, I would have to find that
23 particular --

24 COMMISSIONER JABER: Well, let's do that.

25 BY MR. FORDHAM:

1 Q Meanwhile, let's go ahead and ask are you aware of
2 whether any late charges have been assessed against Supra on
3 any amounts that Supra is claimed to still owe by BellSouth?

4 A As part of the \$306,000 dispute?

5 Q Or the amount referred to earlier in other testimony,
6 the \$48,000?

7 A Well, I dispute that figure in its entirety. We are
8 paid in full through November, and I suspect there's some
9 confusion over a previously approved billing adjustment for
10 wrongly billed taxes in, approximately, that amount that was
11 netted against that last payment.

12 And I've been -- we've had phone conversations with
13 Mr. Finlen and Mr. Morton certifying that those balances have
14 been paid through November, so I'm a little shocked to hear
15 about this amount being brought up today, being said that we
16 hadn't paid those. There is nothing owing in this dispute.
17 These funds, the \$306,000 have been paid in full by Supra to
18 BellSouth.

19 Q Okay, we'll move on.

20 Do you agree, subject to check again, that Section 8,
21 Item B, number one provides that BellSouth reserves the right
22 to suspend or terminate service for nonpayment?

23 A In isolation of a dispute resolution process, it's
24 hard to read that as a stand-alone. I'm sure there's dispute
25 resolution procedures in this contract. But yeah, it does say

1 it reserves the right to suspend or terminate service.

2 Q Over what period of time did this \$306,000 plus
3 accumulate --

4 A From --

5 Q -- that you're saying was overpaid?

6 A From September of '97 through December of '9--
7 where's my new exhibit? Through December of '99. November of
8 '97 through December of '99.

9 Q Going back -- well, let's get back to that when we
10 come back to the amount of timely protest or timely dispute.

11 Does Supra believe that the Public Service Commission
12 should adjudicate this matter according to the provisions in
13 place under that 1997 Agreement?

14 A I guess, I'd have to defer to our attorneys on that.
15 I'm not sure.

16 Q On May the 19th, 1997, Mr. Ramos purportedly signed
17 an Agreement that was presented to the Public Service
18 Commission on June 26th for approval. Now, this Agreement was
19 for the purpose of resale to end users of Supra
20 Telecommunications; is that correct?

21 A Yes.

22 Q And did it contain any language stating that
23 BellSouth would bill specific charges which are identical to
24 the EUCL rates billed by BellSouth to its end users?

25 A Are you saying is that, specifically, called out in

1 the '97 Resale Agreement?

2 Q I'm sorry, what was your question?

3 A Maybe you should ask me your question again.

4 Q Well, just basically did that Agreement -- we're
5 still talking about the '97 Agreement -- did it contain
6 language stating that BellSouth would bill specific charges
7 which are identical to the EUCL rates billed by BellSouth to
8 its end users?

9 A I don't think it says identical. Oh, it does say
10 identical. Yes, assuming it's for resale.

11 Q Now, is Section 7-L of the '97 Agreement compliant
12 with Chapter 47 of the Code of Federal Regulations Section
13 51.617?

14 A If the reseller is not an IXC.

15 Q Is it your impression that Supra entered this
16 Agreement as an ALEC as opposed to an IXC?

17 A I don't know. I don't have knowledge of --

18 Q Based on some testimony a little earlier, are you
19 aware that BellSouth is prohibited from providing interstate or
20 international telecom services?

21 A I'm aware that BellSouth is prohibited from providing
22 a service, but I'm also aware that BellSouth is not prohibited
23 from providing the facilities so that other ALECs can provide
24 the service.

25 Q You had mentioned earlier that Paragraph B kind of

1 modified Paragraph A in that 51.617. Paragraph B applies
2 solely to IXCs. How do you reconcile that or how to do you
3 think it modifies A in regard to an ALEC, since B --

4 A It doesn't say solely IXC. It can also be a reseller
5 who is also an IXC. I'm not interpreting it the way you are.
6 I don't see where it says IXCs, except for resellers that are
7 IXCs.

8 Q But in any event, from your perspective, Supra
9 entered that Agreement solely as an ALEC?

10 A For instance, AT&T is an ALEC that does business with
11 BellSouth. I don't know if you charge AT&T EUCLs or if
12 BellSouth charges AT&T EUCLs. I don't believe it does, because
13 they're an ALEC and an IXC.

14 Q As an ALEC, reselling an ILEC services; i.e., Supra
15 reselling BellSouth's services, the ILEC is required to charge
16 end user common line charges under the section that I quoted
17 earlier, 51.6178. Do you feel or can you tell us why you feel
18 that that specific Paragraph A section does not apply to Supra?

19 A Well, for the two reasons we have been discussing;
20 the first and more significant and more critical to Supra is
21 the fact that we don't consider ourselves resellers by choice.
22 Given the opportunity to have our request fulfilled, we would
23 have been UNE providers and EUCLs wouldn't have applied.

24 Now, we had been licensed by the FOC to be an IXC
25 nationally at the time that we entered into these Agreements

1 and we had wanted, in addition, to be able to provide local
2 service via UNEs, we had also wanted to be able to provide
3 long-distance service. So, with those two things in mind, we
4 don't feel that these end user common line charges apply.

5 Q Did Supra, under the 1997 Agreement, provide any
6 interstate or international services?

7 A We weren't prepared then and not prepared now to
8 enter into international long-distance; not to say that we
9 wouldn't some day, but not then and not now.

10 Q How about interstate?

11 A Interstate, yes.

12 Q You have -- Supra has provided interstate telecom
13 services?

14 A No. We are licensed to be able to provide it.

15 Q In the '97 Agreement, Supra agreed to OCC charges
16 stipulated in Section 6-F, specifically; did it not?

17 A Assuming that the language the company determines can
18 be explained, yes.

19 Q But yet, at this point, those are the charges you're
20 disputing?

21 A We are aware of 200 complaints of slamming from the
22 early days of when Supra first set up, which we had corrected
23 those issues. What we don't feel is proper is that over 2,500
24 charges of this nature came through, and it was for every
25 customer that went back to BellSouth, and we find it hard to

1 believe that every customer that went back to BellSouth had, in
2 fact, been slammed; and, as a matter of fact, after we filed
3 the complaint, those charges stopped.

4 Q Okay. Did Supra attempt to purchase any UNE
5 combinations prior to March of 2000?

6 A Yes.

7 Q And did Supra attempt to purchase any uncombined UNEs
8 for the purpose of combining them yourself prior to March 2000?

9 A I guess, I don't understand what that combining them
10 business means in the first place.

11 Q Well -- okay, then we'll --

12 A Supra's been trying to purchase UNE combinations from
13 the beginning. I think, in Mr. Ramos' original letter asking
14 for Agreement, he states the three things he's trying to do.

15 Q You were in the room, I think, for Mr. Finlen's
16 testimony?

17 A Yes.

18 Q And did you hear the conversation regarding buying
19 uncombined UNEs and combining them yourself as opposed to
20 asking BellSouth to provide combinations?

21 A I heard the testimony, and from a technical
22 perspective, I don't understand the significance. I mean, the
23 loop plugs into the port, so I don't see how they are
24 uncombined ever, unless you have a switch and then you just
25 want to buy the loop and then, of course, you have to combine

1 them. But if you're buying two network elements, I am sorry, I
2 don't understand the concept of how they would ever be
3 uncombined.

4 Q Okay. Well, I won't follow-up on the technical
5 question, then. Well, maybe one more on UNEs. Supra alleged
6 that on November 20th of 2000, Supra has been prohibited since
7 November of 1997 from ordering UNEs; is that correct
8 understanding of Supra's claim?

9 A Can you say that again, please?

10 Q You allege that you've been unable to order UNEs
11 since November of '97.

12 A I allege that in my testimony somewhere or just right
13 now? What am I confirming, something I just said?

14 Q No, it was not in your testimony, in earlier
15 testimony. Are you -- from another witness -- are you aware
16 whether Supra has been prohibited from ordering UNEs?

17 A Supra has been prevented from ordering UNEs, yes.

18 Q When were you first allowed to order UNEs from
19 BellSouth?

20 A Using any kind of electronic interface as called out
21 in our Agreements, I don't believe we're still able to.

22 Q So, it's your opinion that you are not now able to
23 order UNEs from BellSouth?

24 A That's correct.

25 Q Now, the gist of our hearing agenda here today is

1 that Supra believes it's entitled to a refund of the stated
2 amount, plus interest.

3 A That's correct.

4 Q And, I guess, the overall question is whether your
5 lack of notification, timely notification, do you still feel
6 that you should have claimed that before you got into the new
7 Agreement, the AT&T Agreement?

8 A Well, we've all read here from the original Resale
9 Agreement the onerous consequences of not paying BellSouth for
10 services that are billed, whether they're correct or not, they
11 have the right to shut your services down. So, I think, that
12 once we had the new Agreement it had felt a little bit more
13 protection, that's why we filed those disputes at that point.

14 Q So, that would be the reason you waited until you
15 were operating under the new Agreement, because you felt more
16 protected?

17 A Yes.

18 MR. FORDHAM: Okay. No further questions.

19 COMMISSIONER JABER: Redirect.

20 MR. BUECHELE: Yes.

21 REDIRECT EXAMINATION

22 BY MR. BUECHELE:

23 Q First of all, Ms. White showed you 51-67. Now, if
24 Supra had been allowed to order service through UNE combos
25 would they have been assessed end user common line charge?

1 A No.

2 Q Okay. Now, you talked a little bit about long
3 distance. Explain a little bit what you were trying to get
4 through this Feature Group D?

5 A Oh. I told you that's about as technical as I get on
6 the long distance. There's some type of -- there's something
7 called Feature Group D that allows the local carriers to
8 provide the long distance, and there's trunking that I know
9 that we've ordered between the LATAs that is a major bone of
10 contention that allows the CLEC to provide long-distance
11 service.

12 And this is the argument that keeps going back where
13 BellSouth claims, well, we can't give you those because we're
14 precluded or we're prohibited by law from offering those
15 services. And our argument back is, we understand that, but
16 you're not precluded by law to provide us with the facilities,
17 to lease us the facilities and we provide the service. So,
18 that's been the argument in that particular subject.

19 Q And are these UNEs which Supra was attempting to
20 purchase from BellSouth in order to provide long-distance
21 service?

22 A Yes.

23 Q And is that one of the reasons why you claim you
24 should have been exempt as a long-distance carrier as well?

25 A Yes.

1 Q Now, when you prepared your breakdown of billing
2 disputes, did you take into consideration all the
3 correspondence going between Supra regarding requests for UNEs
4 and things of that nature?

5 A I have reviewed all of the business records, all of
6 the correspondence between the companies; letters, memos,
7 e-mails, minutes from meetings, things of that nature.

8 Q And based upon that review, for what time period
9 would you say Supra's been asking BellSouth for UNEs, combos
10 and UNEs?

11 A Since the very first discussions that Mr. Ramos had
12 with BellSouth.

13 Q Which would be approximately when?

14 A I'm trying to remember it. I'm thinking April, May
15 -- April or May '97.

16 Q Okay. And would you consider -- strike that.

17 Now, would -- Ms. White handed you a copy of the
18 Resale Agreement, and she pointed to Section 7-L, which
19 discussed that BellSouth will bill you pursuant to 51.67, the
20 end user common line charge rates. If BellSouth had allowed
21 Supra to provide service through UNEs and UNE combos, first of
22 all, would this Agreement even have applied?

23 A No, the Interconnection Agreement would have.

24 Q And even if this Agreement did apply, would those
25 rates be chargeable under 51.617?

1 A No.

2 Q Okay. Now, there was mention that Supra, in March of
3 2000, got three or four UNEs. Tell us what they are and --

4 A The specific UNEs --

5 MS. WHITE: I'm going to object. I don't believe
6 there was any cross examination by Staff or BellSouth about
7 that, and it was not in her testimony. Now, I stand to be
8 corrected, if Staff asked her about it, but I don't believe
9 they did so, I believe, it's outside of the scope of her
10 testimony.

11 THE WITNESS: I think, I --

12 COMMISSIONER JABER: Mr. Buechele, who mentioned it?

13 MR. BUECHELE: I believe, Staff mentioned something
14 about the UNEs and whether or not -- and she talked about
15 whether or not she could electronically order, and she said
16 that she couldn't even today electronically order. And I'm
17 trying to bring up the distinction as to what those three UNEs
18 actually are.

19 MR. FORDHAM: Commissioner, -- excuse me, Your Honor.

20 COMMISSIONER JABER: Staff, asked if Supra was able
21 to order UNEs today, and her testimony was no. And how does
22 your question relate to her testimony?

23 MR. BUECHELE: And I want her to explain how the
24 three UNEs that they got in March correspond with their
25 response to Staff that she cannot order UNEs to date?

1 COMMISSIONER JABER: I'll allow the question.

2 A Okay. The question was made via a letter to
3 BellSouth requesting assistance in processing these UNEs and
4 setting up procedures to go forward to routinely process the
5 UNEs. The account team, it took them at least 30 days, had to
6 prepare the LSRs themselves, because there was no rules
7 published. It was unclear how to order the UNEs in our
8 contract, and they eventually entered the orders into the
9 BellSouth SOTS system, that's our Service Order Tracking
10 System, directly by the account team, and we still are unable
11 to enter those types of orders through our interfaces.

12 BY MR. BUECHELE:

13 Q Now, do the billing disputes reflect -- for the end
14 user common line charge, reflect that inability to obtain UNEs
15 for one, the local service and two, for the long distance?

16 A Yes.

17 Q Okay. How do most customers request service from
18 Supra?

19 A They telephone in. It's inbound sales.

20 Q Okay. Is it practical to get letters of
21 authorization from each and every person who requests to be
22 converted to Supra?

23 A I'm pretty sure the Commission ruled on inbound
24 sales, less stringent requirement of information that we get
25 over the telephone.

1 Q And does Supra comply with the Commission's rules as
2 to how to verify the validity of confirmation --

3 A Yes.

4 Q -- with these requests?

5 A Yes.

6 Q And in general, what does Supra do today to confirm
7 requests for conversions?

8 A I believe, the Commission order outlines -- you need
9 to get three out of four potential pieces of information; one
10 is the last four digits of their social security number,
11 mother's maiden name, date of birth and, I think, driver's
12 license is one. We don't do the driver's license. We do the
13 mother's maiden name, date of birth, and last four digits of
14 the social.

15 Q And if Supra had been complying with the Commission's
16 request -- well, not request, but order on what you need to do
17 to verify a conversion request, do you believe that that would
18 supersede any requirement in any Agreement that somebody need
19 to have a written authorization?

20 A Absolutely.

21 Q Now, you mentioned that every single customer that
22 had been going back to BellSouth was being charged the
23 unauthorized conversion.

24 MS. WHITE: I'm sorry, but I don't believe she
25 mentioned that at all. I don't believe it was in response to

1 any question I asked or any question Staff asked. I believe,
2 the redirect is going way beyond the scope of both my cross,
3 and Staff's cross and I object on that basis.

4 COMMISSIONER JABER: Mr. Buechele?

5 MR. BUECHELE: Well, Staff raised the issue.

6 COMMISSIONER JABER: What was the specific Staff
7 question and what was the testimony and response?

8 MR. BUECHELE: I'm trying to remember what the Staff
9 question was, but I remember she, specifically, stated that
10 every -- he was asking her about the slamming charges and how
11 they were confirming or not confirming and she said, look,
12 every single conversion that goes to BellSouth has been charged
13 as a slam. And given the fact that those complaints have been
14 done years ago and been fixed, they're not slamming charges.
15 And then, she testified that BellSouth stopped imposing that
16 charge after they complained in this proceeding.

17 COMMISSIONER JABER: And what is your question?

18 MR. BUECHELE: And -- I'm trying to remember now. My
19 question was going to -- I'm trying to remember. Wow.

20 COMMISSIONER JABER: Why don't we move forward, and
21 if it's still important to you, we can come back.

22 MR. BUECHELE: I lost it, I'm sorry.

23 COMMISSIONER JABER: It's okay.

24 BY MR. BUECHELE:

25 Q Oh, I know the question. Has BellSouth since been

1 asking you for authorizations after they stopped imposing these
2 slamming charges?

3 A No.

4 Q And that's written authorizations they haven't been
5 asking for?

6 A No.

7 Q Now, of course, if BellSouth had been providing
8 service through UNEs, would the written requirements set forth
9 in the Resale Agreement apply?

10 A No, the Interconnection Agreement would apply.

11 Q Okay.

12 COMMISSIONER JABER: Mr. Buechele, that's the second
13 time you asked her that question.

14 MR. BUECHELE: I'm sorry. I prefaced it on the
15 written requirement for --

16 COMMISSIONER JABER: Okay. Let's be careful. Make
17 sure that when you ask a question you're referring to exactly
18 what she's testified to before and that you are just
19 redirecting your witness. This is not an opportunity to expand
20 the direct.

21 MR. BUECHELE: Right. I'll rephrase the question so
22 it's clear.

23 BY MR. BUECHELE:

24 Q Ms. White asked you about whether or not there was a
25 requirement in the Resale Agreement that you provide written

1 authorization requests for conversions. And my question to you
2 is would that written request apply if you'd been allowed to
3 provide service through UNEs, UNE combos?

4 A No. The provisions in the Interconnection Agreement
5 would apply.

6 Q And is there anything in that Interconnection
7 Agreement that requires you to have written conversion
8 requests?

9 A No.

10 Q Now, just so that we're clear, the Resale Agreement,
11 can you look at it?

12 A Mm-hmm.

13 Q Paragraph 6-D.

14 A 6-B?

15 Q 6-D.

16 A Oh, D, yes.

17 Q It doesn't actually require a written authorization,
18 does it?

19 A No, a reseller must, however -- okay.

20 Q And if BellSouth had been demanding that you provide
21 them a written authorization to prove they weren't slammed,
22 then that would have gone beyond the scope of even this
23 Agreement; is that correct?

24 A That's correct.

25 COMMISSIONER JABER: Did Supra provide any proof at

1 all disputing the quote, unquote, slamming charges?

2 THE WITNESS: In terms of letters of authorizations?

3 No.

4 COMMISSIONER JABER: Notes, documents, anything that
5 would have indicated that the charges were -- that the
6 conversions switching wasn't unauthorized?

7 THE WITNESS: To come up with 2,500 pieces of paper
8 with people's signatures, we felt, was a very big job for a
9 small company and so, no, we didn't.

10 MR. BUECHELE: She's asking for written.

11 COMMISSIONER JABER: No, I'm not. I'm asking for
12 written or --

13 MR. BUECHELE: Anything.

14 BY MR. BUECHELE:

15 Q Is there anything you can provide BellSouth whenever
16 you dispute this to demonstrate that the conversion was
17 authorized.

18 A Then or now?

19 Q Both.

20 A Well, then, it was on paper.

21 Q Okay.

22 A And that's why it was a very big job to go through
23 the files and pull up these papers. And, as a matter of fact,
24 we attempted it, and it was -- we didn't have the resources to
25 pull those documents together. Now it's electronically, and it

1 wouldn't be such a difficult job.

2 Q To pull up what?

3 A The authorizations.

4 Q You mean, the oral authorizations?

5 A We enter the information into our computer systems
6 when the customers call in.

7 Q And what kind of information do you enter?

8 A The mother's maiden name, the four digits of the
9 social, and the date of birth.

10 Q And that was written down on a piece of paper prior
11 to some point and time?

12 A Originally, people -- this was prior to the
13 Commission's order to simplify the process, but prior to that
14 people had to physically come into our offices or we had to
15 physically mail the authorization out to them. They had to
16 sign it and return it before we would provision our services.

17 Q And what date was that?

18 A In the early days of -- in late '97, early '98.

19 Q Okay. Well, is there a cut-off point that we can
20 establish?

21 A I don't know what it is, though.

22 Q Would that cut-off point correspond with the
23 Commission's ruling on the information that you need to obtain
24 for --

25 COMMISSIONER JABER: Mr. Buechele, that is outside

1 the scope. You need to wrap this up.

2 MR. BUECHELE: Okay.

3 BY MR. BUECHELE:

4 Q Ms. White pointed you to this March 30th letter, 2000
5 letter.

6 A Yes.

7 Q And, in specific, she referenced the request that the
8 charges for unauthorized changes are valid, unless Supra's able
9 to provide BellSouth with a letter of authorization from the
10 end user?

11 A Yes.

12 Q Okay. Now, is that a requirement that BellSouth can
13 impose upon you based upon the Resale Agreement?

14 A We didn't feel it was.

15 Q Okay. And that's because the Resale Agreement
16 doesn't require written authorization, correct?

17 A Partly, yes.

18 Q And is that a requirement that would be -- that
19 BellSouth could impose upon you if you're operating under the
20 UNE world under the Interconnection Agreement?

21 A No.

22 Q And briefly, you mentioned a dispute about taxes.
23 Just clarify that for the record in terms of BellSouth's
24 alleged claims for monies. Tell us about how much was credited
25 to Supra for taxes?

1 COMMISSIONER JABER: In whose questioning did she
2 mention taxes?

3 MR. BUECHELE: Yes, she did.

4 COMMISSIONER JABER: And who, Staff or BellSouth?

5 MR. BUECHELE: Staff mentioned it, because they were
6 raising how much BellSouth claimed is owed and she said to the
7 effect that they didn't owe them anything, because Morton
8 hadn't taken into consideration the fact that there was
9 disputes over taxes that, you know, and I just wanted to get
10 her to testify what that was and who authorized them and that
11 kind of nature.

12 COMMISSIONER JABER: But, Mr. Buechele, what I'm
13 trying to get you to understand is she responded to cross
14 examination questions. You can't ask her redirect that has her
15 elaborating on her answers. Is there a specific redirect
16 question that --

17 MR. BUECHELE: Yes.

18 COMMISSIONER JABER: Okay.

19 BY MR. BUECHELE:

20 Q When Staff asked you about monies that were claimed
21 or due, could you please explain in just a little bit more
22 detail why nothing is due under the prior 1997 Agreement?

23 A In the payment that -- we had 60 some odd thousand
24 dollars that was overcharged in taxes, and we disputed it.
25 Five months later, we finally got an approval. We netted the

1 \$60,000 against outstanding bills and, I think, it was
2 Mr. Morton that testified to the last payment he received was
3 5,000 something. That was all the bills up through and
4 including November bills, less the credit approval for the
5 taxes that had been overpaid.

6 MR. BUECHELE: I don't have anything further.

7 COMMISSIONER JABER: Thank you, Ms. Bentley.

8 (Witness excused.)

9 COMMISSIONER JABER: Mr. Buechele, you would like to
10 admit composite Exhibit 10?

11 MR. BUECHELE: Yes.

12 COMMISSIONER JABER: Was that a yes?

13 MR. BUECHELE: Yes.

14 COMMISSIONER JABER: Any objection, Ms. White?

15 MS. WHITE: No. BellSouth would like to admit
16 Exhibits 11 and 12, please.

17 COMMISSIONER JABER: Okay. Exhibits 10, 11 and 12
18 are admitted into the record without objection.

19 (Exhibits 10, 11, and 12 admitted into the record.)

20 COMMISSIONER JABER: Mr. Fordham, is there anything
21 else we need to take up today?

22 MR. FORDHAM: Two items. First of all, I would like
23 to know to whom we direct post-hearing communications with
24 Supra? We've dealt with three different attorneys. Will that
25 be you, Mr. Buechele?

1 MR. BUCHELE: What you could do is I'll give you my
2 address, and if you could send it both to Mr. Chaiken and
3 myself, I would appreciate that. That's not a problem.

4 MR. FORDHAM: That will be fine.

5 COMMISSIONER JABER: Mr. Buechele, let me direct your
6 attention to -- all the parties, actually but, obviously,
7 BellSouth is familiar with the PSC proceedings. Mr. Buechele,
8 I want you and Mr. Chaiken to read this prehearing order again,
9 but I want you to pay particular attention to Section 4,
10 Post-Hearing Procedures. This is the part that will govern the
11 case going forward. You have an opportunity to file a
12 post-hearing brief or statement, and I suggest you make sure
13 you understand what that process is. Mr. Fordham, when are
14 briefs due?

15 MR. FORDHAM: The briefs are due on May the 24th, the
16 recommendation will be filed on June 28th for July 10th Agenda.

17 COMMISSIONER JABER: Parties, briefs are due May
18 24th. Thank you. Commissioners, anything further?

19 MS. WHITE: Thank you.

20 COMMISSIONER JABER: This hearing is adjourned.

21 (Hearing concluded at 3:50 p.m.)

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25

1 STATE OF FLORIDA)
 2 : CERTIFICATE OF REPORTER
 3 COUNTY OF LEON)

4

5 I, KORETTA E. STANFORD, RPR, Official Commission
 6 Reporter, do hereby certify that the foregoing proceeding was
 heard at the time and place herein stated.

7 IT IS FURTHER CERTIFIED that I stenographically
 8 reported the said proceedings; that the same has been
 9 transcribed under my direct supervision; and that this
 transcript, constitutes a true transcription of my notes of said
 proceedings.

10 I FURTHER CERTIFY that I am not a relative, employee,
 11 attorney or counsel of any of the parties, nor am I a relative
 or employee of any of the parties' attorneys or counsel
 12 connected with the action, nor am I financially interested in
 the action.

13 DATED THIS 11TH DAY OF MAY, 2001.

14

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24

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Koretta E. Stanford
 KORETTA E. STANFORD, RPR
 FPSC Official Commissioner Reporter
 (850) 413-6734

State of Florida



Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: June 19, 1998
TO: Parties of Record and Interested Persons in Dockets 971527-TX and 980119-TP
FROM: Blanca S. Bayó, Director of Records and Reporting *BSB/kf*
RE: Contact Regarding Employment

Section 5.02 B.1.c. of the Commission's Administrative Procedures Manual requires that all parties and interested persons in affected dockets be notified if a staff member involved in any of those dockets indicates that he or she has been approached regarding employment by a party in the docket(s).

As a party in the referenced dockets, you are hereby notified that **Braulio Baez**, Assistant to Commissioner Garcia, has advised the Commission that he was contacted by Supra Telecommunications and Information Systems regarding employment.

BSB:kf

cc: Commissioner Joe Garcia
William D. Talbott
James A. Ward
Mary A. Bane
Robert D. Vandiver
Braulio Baez

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 001097-TP EXHIBIT NO. 1

COMPANY/

WITNESS: FRSC Staff

DATE: 5-3-01

State of Florida



Public Service Commission

RECEIVED-PPSC

JUN 19 AM 8:56

-M-E-M-O-R-A-N-D-U-M- RECORDS AND REPORTING

DATE: June 18, 1998

TO: Ms. Blanca Bayó, Director of Records and Reporting

FROM: William D. Talbott, Executive Director *WDT*

RE: Notice of Employment Contact

This is to advise you that Braulio Baez has been contacted by Mr. Kayode Ramos, President of Supra Telecommunications and Information Systems, Inc. and will not be working on docketed or undocketed matters relating to that company (see attached memo).

Please identify any dockets in which Supra Telecommunications is a party and notify all interested parties in those dockets.

Thank you.

WDT:dl

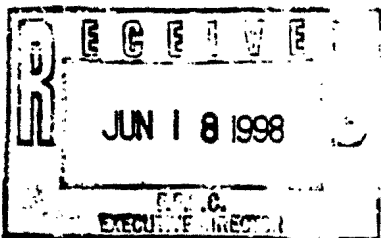
cc: Commissioner Garcia
Mr. Paul Nichols, Chief of Personnel
Mr. Jack Shreve, Public Counsel

State of Florida

Joe Garcia
Commissioner



Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
(850) 413-6042
FAX (850) 413-6395



Public Service Commission

MEMORANDUM

TO: William Talbott, Executive Director

FROM: Braulio L. Baez, Assistant to Commissioner Garcia

RE: Disclosure of inquiry by Supra Telecommunications

DATE: June 18, 1998

On June 17, 1998, I was contacted by Mr. Kayode Ramos, President of Supra Telecommunications and Information Systems, Inc., concerning possible employment with the company. I intend to pursue these proposed discussions, and am hereby giving notice pursuant to Section 110.605, Florida Statutes, Section 60M-2.003, Florida Administrative Code, and Section 5.02.B.1 of the Administrative Procedures Manual, with copies to the appropriate individuals.

I will refrain from participation in any pending matters where Supra Telecommunications is a party as of this date, until such time as my discussions with the company are concluded and all such pending matters are closed.

/blb

c: Commissioner Joe Garcia
Rob Vandiver, General Counsel

Parties of Record Report
As of 06/19/1998

Supra Telecommunications & Information Systems (TX088)

970207-TX Address:	12914 S.W. 133rd Court, Suite B Miami, FL 33186-5806
970208-TI Address:	12914 S.W. 133rd Court, Suite B Miami, FL 33186-5806
970783-TP Address:	P. O. BOX 144122 Coral Gables, FL 33114-4122
971013-TP Address:	P. O. BOX 144122 Coral Gables, FL 33114-4122
971527-TX Address:	P. O. BOX 144122 Coral Gables, FL 33114-4122
971555-TP Address:	P. O. BOX 144122 Coral Gables, FL 33114-4122
980119-TP Address:	P. O. BOX 144122 Coral Gables, FL 33114-4122
980155-TP Address:	12914 S.W. 133rd Court, Suite B Miami, FL 33186-5806
980311-TP Address:	P. O. BOX 144122 Coral Gables, FL 33114-4122
980607-TP Address:	P. O. Box 144122 Coral Gables, FL 33114-4122

Total of 8
mailed

State of Florida

Joe Garcia
Commissioner

RECEIVED-PPSC

99 JUN 23 AM 11:32



Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
(850) 413-6042
FAX (850) 413-6395

RECORDS AND
REPORTING

Public Service Commission

MEMORANDUM

TO: Blanca S. Bayo, Director of Records and Reporting
FROM: Braulio L. Baez, Assistant to Commissioner Garcia
RE: Disclosure of contact with Supra Telecommunications
DATE: June 22, 1998

On June 18, I sent a memo to Bill Talbott, wherein I notified him of my contact with Supra Telecommunications regarding a possible employment opportunity.

Regrettably, my misapprehension of the disclosure requirements under the APM, combined with imprecise language in the memo, created the impression that the company initiated the contact. This was not the case. I initiated the contact by responding to an open advertisement for a position with the company.

This memo is written for the express purpose of clarifying the order of events as they transpired. The representatives of Supra have at all times been mindful of the delicate situation concerning the timing of discussions in light of pending matters before the Commission, and have governed themselves in a responsible manner.

Please include this memo in the appropriate docket file and distribute accordingly.

/blb

c: Commissioner Joe Garcia
William D. Talbott
James A. Ward
Mary A. Bane
Robert D. Vandiver

EXHIBIT NO. _____

DOCKET NO: 001097-TP

WITNESS: Stip - 1

PARTY: Staff

DESCRIPTION:

1. Official Recognition List

PROFFERING PARTY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 001097-TP EXHIBIT NO. 2
COMPANY/
WITNESS. FPSC Commission Staff
DATE: 5-3-01

I.D. # Stip-1

DOCKET NO. 001097-TP
OFFICIAL RECOGNITION LIST

FLORIDA COMMISSION ORDERS

1. Docket No. 970783-TP
 - a. PSC-97-1213-FOF-TP
2. Docket No. 971013-TP
 - a. PSC-97-1490-FOF-TP
3. Docket No. 971527-TX
 - a. PSC-98-0279-PCO-TX
 - b. PSC-98-0500-AS-TX
4. Docket No. 971555-TP
 - a. PSC-98-0206-FOF-TP
5. Docket No. 980119-TP
 - a. PSC-98-1001-FOF-TP
6. Docket Nos. 981832-TP, 981833-TP
 - a. PSC-99-1092-FOF-TP
7. Docket No. 991444-TP
 - a. PSC-99-2336-FOF-TP
8. Docket No. 991696-TP
 - a. PSC-99-2304-FOF-TP
9. Docket No. 000270-TP
 - a. PSC-00-0773-FOF-TP

FLORIDA STATUTES

1. Chapter 364

FLORIDA ADMINISTRATIVE CODE

1. Chapter 25

FCC ORDERS AND RULES

1. FCC DN 96-98
 - a. Order No. 96-325 First Report and Order
 - b. Order No. 96-333 Second Report and Order
 - c. Order No. 96-394 Order on Reconsideration
 - d. Order No. 99-38 Declaratory Ruling- Inter-Carrier Compensation for ISP-Bound Traffic
 - e. Order No. 99-238 Third Report and Order (UNE Remand Order)
 - f. Order No. 99-355 Fourth Report and Order
2. FCC Rules 47 C.F.R. Ch. 1, Part 51

COURT DECISIONS

1. Iowa Utils. Bd. v. Federal Communications Commission, 109 F.3d 418 (8th Cir. 1996)
2. Iowa Utils. Bd. v. Federal Communications Commission, 120 F.3d 753 (8th Cir. 1997)
3. AT&T Corp. v. Iowa Utils. Bd., 525 U.S. 366 (1999)
4. Iowa Utils. Bd. v. Federal Communications Commission, No. 96-3321 (8th Cir. June 10, 1999)

FEDERAL ACT

1. The Telecommunications Act of 1996

NANCY B. WHITE
General Counsel-Florida

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5558

August 9, 2000

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Complaint of BellSouth Telecommunications, Inc.
Against Supra Telecommunications and Information
Systems, Inc. for Resolution of Billing Disputes**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Complaint Against Supra Telecommunications and Information Systems, Inc. for Resolution of Billing Disputes, which we ask that you file in the above-referenced matter.

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

Sincerely,


Nancy B. White

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 001097-TP EXHIBIT NO. 3
COMPANY/ BellSouth
WITNESS: _____
DATE: 5-3-01

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Complaint of BellSouth Telecommunications, Inc., Against Supra Telecommunications and Information Systems, Inc., for Resolution of Billing Disputes was served via Federal Express and U. S. Mail this 9th day of August, 2000 to the following:

Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Mark E. Buechele, Esquire
Supra Telecommunicatons and
Information Systems, Inc.
1311 Executive Center Drive
Koger Center - Ellis Building
Suite 200
Tallahassee, FL 32301-5027


Michael P. Goggin (sd)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth)	
Telecommunications, Inc. against Supra)	Docket No.
Telecommunications and Information)	
Systems, Inc., for Resolution of Billing)	Filed: August 9, 2000
Disputes.)	
_____)	

COMPLAINT

BellSouth Telecommunications, Inc., ("BellSouth"), pursuant to Rules 25-22.036(2) and 28-106.201, Florida Administrative Code, hereby petitions the Florida Public Service Commission ("Commission") to order Supra Telecommunications and Information Systems, Inc. ("Supra") to pay Supra's delinquent bills for services provided to Supra by BellSouth and to resolve other billing disputes between BellSouth and Supra arising under the interconnection and resale agreements entered into between BellSouth and Supra. In support of its request, BellSouth alleges as follows:

1. BellSouth is a local exchange company incorporated in Georgia lawfully doing business in the State of Florida, the regulated operations of which are subject to the Commission's jurisdiction pursuant to Chapter 364, Florida Statutes.

2. BellSouth's principal place of business in Florida is 150 W. Flagler Street, Suite 1910, Miami, Florida 33130.

3. Pleadings and process in this matter may be served upon:

Nancy B. White
Michael Goggin
c/o Nancy Sims
BellSouth Telecommunications, Inc.
150 W. Monroe Street, Suite 400
Tallahassee, FL 32301

4. Supra is an alternative local exchange company certified by this Commission to provide local exchange service within Florida. Supra's principal place of business in Florida is 2620 S. W. 27th Avenue, Miami, Florida 33133. Supra's registered agent for service of process is Olukayode Ramos, 2620 S. W. 27th Avenue, Miami, Florida 33133.

5. BellSouth provides local exchange services for resale pursuant to the Telecommunications Act of 1996 and to resale agreements entered into between BellSouth and various Alternative Local Exchange Companies ("ALECs"). With regard to Supra, BellSouth has provided local exchange services pursuant to a resale agreement filed with the Commission on June 26, 1997, and approved by the Commission on October 8, 1997 (attached as Exhibit 1)¹; and an interconnection and resale agreement filed with the Commission November 10, 1999 and approved by the Commission on November 30, 1999 in which Supra adopted the AT&T agreement (relevant portions are attached as Exhibit 2). This Complaint concerns services provided to Supra for resale.

¹ The parties also entered into a separate collocation agreement effective July 24, 1997, and an interconnection and unbundling agreement effective October 23, 1997. It was later discovered that an incorrect version of the October 23, 1997 agreement had been filed with the Commission. A correct version of this agreement was filed with the Commission on September 23, 1999 and approved pursuant to Order No. PSC-99-2336-FOF-TP.

6. The 1997 agreement became effective on June 1, 1997. The adoption of the AT&T agreement became effective on October 5, 1999. Thus, the 1997 resale agreement was in effect from June 1, 1997 until October 4, 1999. The AT&T agreement adopted by Supra has been in effect from October 5, 1999 to the present.

7. Under the current agreement, specifically Sections 23 and 24 of the General Terms and Conditions, BellSouth provides services available for resale to Supra at the prices set forth in Part IV of the agreement's General Terms and Conditions. Supra has violated Attachment 6, Section 13 of the agreement by refusing to pay non-disputed sums.

8. Supra currently owes BellSouth hundreds of thousands of dollars for resale services ordered by Supra, properly rendered and billed by BellSouth, most of which is not disputed by Supra. Since January 1, 2000, Supra has failed to pay its bills, including the undisputed sums. A spreadsheet summarizing pertinent bills and correspondence regarding BellSouth's attempts to get Supra to pay for the services it has received are attached as Exhibit 3. BellSouth continues to provide service to Supra pursuant to the current agreement and requests the Commission to order Supra to pay all outstanding balances on its account and pay BellSouth's bills in a timely manner on a going forward basis.² In the alternative, BellSouth seeks Commission concurrence in disconnecting Supra from BellSouth's ordering interfaces and disconnecting Supra's end users.

² Supra should be required to pay both the disputed and undisputed amounts immediately. As demonstrated below, Supra's purported disputes have no basis under the contract or applicable tariffs, statutes and rules.

9. BellSouth also seeks resolution of certain billing disputes raised by Supra which are discussed in detail below. In short, Supra claims BellSouth should pay Supra a total of \$305,560.04, plus interest in the amount of approximately \$150,000, as reimbursement for charges Supra claims were unwarranted.³ BellSouth denies that it owes these monies to Supra and requests a declaratory ruling from the Commission to that effect.

10. Under the 1997 resale agreement, either party may petition the applicable state Public Service Commission for a resolution of billing disputes. Exh. 1, Section XI. The majority of the issues which Supra raises in its attempts to justify its refusal to pay, arose prior to October 5, 1999. Accordingly, such claims arise under the 1997 agreement and must be determined by the Florida Public Service Commission according to the dispute resolution provisions of that agreement.

11. Under the parties' current agreement, there is a dispute escalation procedure. Exh. 2, Attachment 6, Section 14. These billing disputes have been escalated in accordance with this escalation procedure.⁴ Nevertheless, the parties have arrived at an impasse in which Supra continues to refuse to pay for the services it receives. Although the current agreement calls for private arbitration if such a dispute is not resolved after the escalation procedure⁵, as the majority of the issues to be decided arise under the 1997 agreement, BellSouth

³ See correspondence from Supra included in Exhibit 3.

⁴ Examples of correspondence from BellSouth regarding Supra's claims are included Exhibit 3.

⁵ Exh. 2, Attachment 6, Section 14; Attachment 1.

submits that it would be appropriate for the Commission to decide the entire dispute.

12. The first billing dispute concerns Supra's allegation that it should not have been billed End User Common Line charges. Supra claims that it was improperly billed by BellSouth for End User Common Line charges of \$224,287.79 from June 1, 1997 through and including December 1999. (Exhibit 3). Section VII.L of the resale portion of the 1997 Agreement specifically states that BellSouth will bill Supra end user common line charges. This provision is entirely consistent with the relevant FCC rules. See, 47 C.F.R. §51.617 (1999). Section III of the 1997 resale agreement provides that Supra may resell the tariffed local exchange and toll services of BellSouth subject to the terms and conditions of the agreement. Interstate access and related services are governed by the tariffs on file with the Federal Communications Commission, not the interconnection and resale agreements.

13. Charges for the end user common line are set forth in BellSouth's FCC Tariff No. 1 (relevant portions of which are attached as Exhibit 4). Moreover, the FCC's rules specifically require BellSouth to assess the end user common line charge upon carriers that purchase telephone exchange service for resale. 47 C.F.R. §51.617(a) (1999).

14. BellSouth has properly billed Supra for end user common line charges. BellSouth requests an order confirming Supra's obligation to pay them.

15. The second billing dispute concerns charges for processing changes in services and unauthorized local service changes and reconnections

(also called other charges and credits - "OCC"). This billing dispute concerns charges incurred from September, 1997 through and including December, 1999.

16. Under the 1997 agreement, Supra receives resold services subject to the same terms and conditions as are present in BellSouth's tariffs. Exh.1 at Section IVB. Section VI(F) of the 1997 agreement states that, if an unauthorized change in local service has occurred, BellSouth will assess an unauthorized change charge of \$19.41. Exh. 1 at VI(F). These charges account for \$48,917.60 of the billing dispute. Despite repeated requests, Supra has provided no information to show that these changes were authorized by the end user. BellSouth has properly assessed these charges. BellSouth requests an order confirming Supra's obligation to pay them.

17. Under Section A4.2.4 of BellSouth's General Subscriber Service Tariff (attached hereto as Exhibit 5), secondary service charges apply for various authorized changes in a customer's service. These charges account for \$33,352.94 of the billing dispute. BellSouth properly assessed the applicable secondary service charges. BellSouth requests an order confirming Supra's obligation to pay them.

WHEREFORE, BellSouth requests that the Commission find in BellSouth's favor on its Complaint, order Supra to pay its delinquent bills, and pay its bills in a prompt manner on a going forward basis, or, in the alternative, to concur in BellSouth's disconnection of Supra's access to the ordering interfaces and service to its end users, and to resolve the remaining billing disputes in BellSouth's favor.

Respectfully submitted this 9th day of August, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White

NANCY B. WHITE
MICHAEL P. GOGGIN
c/o Nancy H. Sims
150 So. Monroe Street, Suite 400
Tallahassee, FL 32301
(305) 347-5558

(BN)

R Douglas Lackey

R. DOUGLAS LACKEY
J. PHILIP CARVER
Suite 4300
675 W. Peachtree St., NE
Atlanta, GA 30375
(404) 335-0747

214359

OFFICE COPY BELLSOUTH

BellSouth Telecommunications, Inc. 904 224-7798
Suite 400 Fax 904 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1558

A. M. Lombardo
Regulatory Vice President

June 26, 1997

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Supra Telecommunications and Information Systems, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Supra Telecommunications and Information Systems, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Supra Telecommunications and Information Systems, Inc.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Supra Telecommunications and Information Systems, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Elise R. McCabe

AM A. M. Lombardo
Regulatory Vice President

Agreement Between BellSouth Telecommunications, Inc. and Supra Telecommunication & Information Systems, Inc. Regarding The Sale of BST's Telecommunications Services to Reseller For The Purposes of Resale

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BellSouth or Company"), a Georgia corporation, and Supra Telecommunications & Information Systems, Inc. ("Reseller"), a Florida corporation, and shall be deemed effective as of June 1, 1997.

WITNESSETH

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

WHEREAS, Reseller is or seeks to become an alternative local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

I. Term of the Agreement

A. The term of this Agreement shall be two years beginning June 1, 1997 and shall apply to all of BellSouth's serving territory as of June 1, 1997 in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

A. **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 non-recurring, monthly recurring, toll, directory assistance, etc.

B. **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.

- C. **END USER** means the ultimate user of the telecommunications services.
- D. **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.
- E. **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.
- F. **OTHER LOCAL EXCHANGE COMPANY (OLEC)** means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- G. **RESALE** means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- H. **RESALE SERVICE AREA** means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

III. General Provisions

A. Reseller may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

B. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.

C. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.

D. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

F. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.

G. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

H. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

I. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.

J. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

K. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

L. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.

M. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

N. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.

O. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

2. Cause damage to their plant;

3. Impair the privacy of any communications; or

4. Create hazards to any employees or the public.

P. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Reseller.

Q. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

R. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

S. BellSouth will provide customer record information to the Reseller provided the Reseller has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, telephone or by electronic interface. BellSouth will provide customer record information via US mail, fax or telephone on an interim basis only.

Reseller agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Reseller. Reseller will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

T. BellSouth's retail voice mail service shall be available for resale at rates, terms and conditions as mutually agreed to by the parties.

IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

4. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest shall be at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

6. The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditor's on a reasonable basis. The Company shall bear the cost of said audit.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. Reseller may resell services only within the specific resale service area as defined in its certificate.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. Maintenance of Services

A. Reseller will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

- C. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- D. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- I. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.
- D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.
- E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a

request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41

G. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

H. Such deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

K. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

L. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between

Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Pursuant to 47 CFR Section 51.617, the Company will bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

		Monthly Rate
1.	Residential (a) Each Individual Line or Trunk	\$3.50
2.	Single Line Business (b) Each Individual Line or Trunk	\$3.50
3.	Multi-line Business (c) Each Individual Line or Trunk	\$6.00

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.
4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Reseller is solely responsible for notifying the end user of the proposed disconnection of the service.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller.

C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.
2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller.
3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller.

X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties

will petition the applicable state Public Service 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 that Public Service Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Governing Law

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.

XV. Arm's Length Negotiations

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

XVI. More Favorable Provisions

A. The parties agree that if —

1. the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or
2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Resale Agreement") which provides for the provision within the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee of any of the arrangements covered by this Agreement upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), BellSouth shall be deemed thereby to have offered such other Resale Agreement to Reseller in its entirety. In the event that Reseller accepts such offer, such Other Terms shall be effective between BellSouth and Reseller as of the date on which Reseller accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or the Commission enters an order (a "Resale Order") requiring BellSouth to provide within the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee any of the arrangements covered by this agreement upon Other Terms, then upon such Resale Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Reseller upon such Other Terms, in their entirety, which Reseller may only accept in their entirety, as provided in Section XVI.E. In the event that Reseller accepts such offer, such Other Terms shall be effective between BellSouth and Reseller as of the date on which Reseller accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate tariffs (each, a "Resale Tariff") offering to provide within the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee any of the arrangements covered by this Agreement upon Other Terms, then upon such Resale Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Reseller upon such Other Terms, which Reseller may accept as provided in Section XVI.E. In the event that Reseller accepts such offer, such Other Terms shall be effective between BellSouth and Reseller as of the date on which Reseller accepts such offer.

E. The terms of this Agreement, other than those affected by the Other Terms accepted by Reseller, shall remain in full force and effect.

F. **Corrective Payment.** In the event that --

1. BellSouth and Reseller revise this Agreement pursuant to Section XVI.A, or

2. Reseller accepts a deemed offer of an Other Resale Agreement or Other Terms, then BellSouth or Reseller, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or Reseller accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

XVII. Notices

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

BellSouth Telecommunications, Inc.
OLEC Account Team
3535 Colonnade Parkway, Room E4E1
Birmingham, AL 35243

Reseller
O.A. Ramos
269 Giralda Avenue
Suite 203
Coral Gables, FL 33134

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XVIII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XIX. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and 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.

BellSouth Telecommunications, Inc.

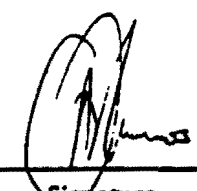
BY: 
Signature

NAME: Jerry D. Hendric
Printed Name

TITLE: Director

DATE: 05/28/97

Reseller

BY: 
Signature

NAME: O. A. Ramos
Printed Name

TITLE: CEO

DATE: 05/19/97

EXHIBIT "A"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

<u>STATE</u>	<u>RESIDENCE</u>	<u>DISCOUNT</u>	<u>BUSINESS</u>
ALABAMA	17%		17%
FLORIDA	21.83%		16.81%
GEORGIA	20.3%		17.3%
KENTUCKY	16.79%		15.54%
LOUISIANA*	20.72%		20.72%
MISSISSIPPI	15.75%		15.75%
NORTH CAROLINA	21.5%		17.6%
SOUTH CAROLINA	14.8%		14.8%
TENNESSEE**	16%		16%

* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1996.

** The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.

EXHIBIT B

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	No	Yes	Yes	Yes	No	Yes	No	Yes	No
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	No	Yes	Yes	Yes	No	Yes	Yes
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
4 Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Additional Comments:

- 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 end users who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services.
- 4 In Louisiana and Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order will not be eligible for resale.
- 5 In North Carolina, only those Contract Service Arrangements entered into after April 15, 1997 will be available for resale.

AGREEMENT

This Agreement, which shall become effective as of the 5th day of October, 1999, is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

WHEREAS, section 252(i) of the Act and 47 C.F.R. §51.809 require BellSouth to make available any individual interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement;

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

- Supra and BellSouth shall adopt the interconnection agreement executed between BellSouth and AT&T Communications of the Southern States, Inc. for the state of Florida ("BellSouth/AT&T Interconnection Agreement") dated June 10, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BellSouth/AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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Replacement pages	21
Letter dated 08/21/97	1
Replacement pages	5
Letter dated 07/24/98	1
Replacement pages	8
Amendment	4
TOTAL	440

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the BellSouth/AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the BellSouth/AT&T Interconnection Agreement, the effective date shall be June 10, 1997.
3. Supra shall accept and incorporate any amendments to the BellSouth/AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
4. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

BellSouth Telecommunications, Inc.

CLEC Account Team
 9th Floor
 600 North 19th Street
 Birmingham, Alabama 35203

And

General Attorney – COU
 Suite 4300
 675 W. Peachtree St.
 Atlanta, GA 30375

**Supra Telecommunications and
 Information Systems, Inc.**

Olukayode Ramos
2620 SW 27th Ave
Miami, FL 33133

Or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mail.

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

BellSouth Telecommunications, Inc.

Supra Telecommunications and Information Systems, Inc.

Original Signature on File
Signature

Original Signature on File
Signature

Jerry Hendrix
Name

Olukayode Ramos
Name

October 5, 1999
Date

October 4, 1999
Date

404+529+7839

**AMENDMENT
TO THE
SUPRA/BELLSOUTH INTERCONNECTION AGREEMENT
DATED
OCTOBER 5, 1999**

Pursuant to this Amendment to the Supra/BellSouth Interconnection Agreement (the "Amendment") for the state of Florida, Supra Telecommunications & Information Systems, Inc. ("Supra") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Supra/BellSouth Interconnection Agreement dated October 5, 1999 ("Interconnection Agreement"). This Amendment shall be effective as of February 8, 2000.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Supra and BellSouth hereby covenant and agree as follows:

1) Based on the Order issued by the Florida Public Service Commission on June 12, 1998, in Docket No. 971140-TP, the rates for non-recurring charges for the migration of a loop and port combination as ordered are set forth below. These rates shall be incorporated in Part IV, Table 1, of the existing agreement.

Network Element Combinations	First Installation	Additional Installations
2-wire analog loop and port	\$1.4596	\$0.9335
2-wire ISDN loop and port	\$3.0167	\$2.4906
4-wire analog loop and port	\$1.4596	\$0.9335
4-wire DS1 loop and port	\$1.9995	\$1.2210

2) Part IV, Section 36.1, of the existing agreement shall be deleted in its entirety and shall be amended as follows:

The prices for combinations of network elements shall be the sum of the individual element prices as set forth in Part IV, Table I. Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that Supra does not need when two or more Network Elements are combined in a single order. BellSouth and Supra shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by Supra when ordering multiple network elements. If the parties cannot agree to the total non-recurring and recurring charge to be paid by Supra when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may

AGREEMENT

between

BellSouth Telecommunications, Inc.

and AT&T Communications of the Southern States, Inc.

Effective Date: June 10, 1997

FLORIDA

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Attachment 15	Interface Requirements for Ordering and Provisioning, Maintenance and Repair, and Pre- Ordering

AGREEMENT

PREFACE

This Agreement, which shall become effective as of the 10th day of June, 1997, is entered into by and between AT&T Communications of the Southern States, Inc., a New York Corporation, having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia 30309, on behalf of itself, its successors and assigns, (individually and collectively "AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, on behalf of itself, its successors and assigns, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375.

RECITALS

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

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, BellSouth is willing to provide Telecommunications Services for resale, Interconnection, Unbundled Network Elements and Ancillary Functions which include, but are not limited to, access to poles, ducts, conduits and rights-of-way, and collocation of equipment at BellSouth's Premises on the terms and subject to the conditions of this Agreement; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement with AT&T for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Act and in conformance with BellSouth's duties under the Act,

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

DEFINITIONS and ACRONYMS

For purposes of this Agreement, certain terms have been defined in Attachment 11 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used

in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience of reference, Attachment 10 provides a list of acronyms used throughout this Agreement.

GENERAL TERMS AND CONDITIONS

1. Provision of Local Service and Unbundled Network Elements

This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide (a) Telecommunications Service that BellSouth currently provides, or may offer hereafter for resale along with the Support Functions and Service Functions set forth in this Agreement (hereinafter collectively referred to as "Local Services") and (b) certain unbundled Network Elements, or combinations of such Network Elements ("Combinations") and (c) Ancillary Functions to AT&T (Local Services, Network Elements, Combinations, and Ancillary Functions, collectively referred to as "Services and Elements"). This Agreement also sets forth the terms and conditions for the interconnection of AT&T's network to BellSouth's network and the mutual and reciprocal compensation for the transport and termination of telecommunications. BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Parts I through IV, and their Attachments 1 - 15 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Parties further agree to comply with all provisions of the Act, including Section 271(e) (1).

1.A The Services and Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by AT&T itself or by any other vendor. AT&T may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.

1.1 Subject to the requirements of this Agreement, AT&T may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the Bona Fide Request Process provided in Attachment 14. Terminations of any

Services or Elements shall be handled pursuant to Section 3.1 of the General Terms and Conditions of this Agreement.

- 1.2 BellSouth shall not discontinue any Network Element, Ancillary Function, or Combination provided hereunder without the prior written consent of AT&T. Such consent shall not be unreasonably withheld. BellSouth shall not discontinue any Local Service provided hereunder unless BellSouth provides AT&T prior written notice of intent to discontinue any such service. BellSouth agrees to make any such service available to AT&T for resale to AT&T's Customers who are subscribers of such services from AT&T until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or AT&T Customers who may be purchasing any such service.
- 1.3 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.

2. **Term of Agreement**

- 2.1 When executed by authorized representatives of BellSouth and AT&T, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3.2 of the General Terms and Conditions.
- 2.2 No later than one hundred and eighty (180) days prior to the expiration of this Agreement, the Parties agree to commence negotiations with regard to the terms, conditions, and prices of a follow-on agreement for the provision of Services and Elements to be effective on or before the expiration date of this Agreement ("Follow-on Agreement"). The Parties further agree that any such Follow-on Agreement shall be for a term of no less than three (3) years unless the Parties agree otherwise.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referenced to Section 2.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices, either Party may petition the Commission to establish an appropriate Follow-on Agreement pursuant to 47 U.S.C. § 252. The Parties agree that in such event they shall encourage the Commission to issue its order regarding such Follow-on Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order by the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this

Agreement to negotiate without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective, retroactive to the day following the expiration date of this Agreement. Until the Follow-on Agreement becomes effective, BellSouth shall provide Services and Elements pursuant to the terms, conditions and prices of this Agreement that are then in effect. Prior to filing a Petition pursuant to this Section 2.3, the Parties agree to utilize the informal dispute resolution process provided in Section 3 of Attachment 1.

3. **Termination of Agreement; Transitional Support**

3.1 AT&T may terminate any Local Service(s), Network Element(s), Combination(s), or Ancillary Function(s) provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Local Services(s), Network Element(s), or Combination(s) in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, AT&T's liability shall be limited to payment of the amounts due for any terminated Local Service(s), Network Element(s), Combination(s) or Ancillary Service provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of section 10, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. AT&T agrees that it may not terminate the entire Agreement pursuant to this section.

3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure of Section 16 of the General Terms and Conditions and Attachment 1. If the Arbitrator determines that a breach has occurred and the Defaulting Party fails to comply with the decision of the Arbitrator within the time period provided by the Arbitrator (or a period of thirty (30) days if no time period is provided for in the Arbitrator's order), this Agreement may be terminated in whole or part by the other Party upon sixty (60) days prior written notice.

4. **Good Faith Performance**

In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice,

approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement.) such action shall not be unreasonably delayed, withheld or conditioned.

5. **Option to Obtain Local Services, Network Elements and Combinations Under Other Agreements**

If as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and Elements, whether or not presently covered by this Agreement, to a third Party at rates or on terms and conditions more favorable to such third Party than the applicable provisions of this Agreement, AT&T shall have the option to substitute such more favorable rates, terms, and conditions for the relevant provisions of this Agreement which shall apply to the same States as such other Party, and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof. BellSouth shall provide to AT&T any BellSouth agreement between BellSouth and any third Party within fifteen (15) days of the filing of such agreement with any state Commission.

6. **Responsibility of Each Party**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. **Governmental Compliance**

7.1 AT&T and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are AT&T's obligation as a provider of telecommunications services to its Customers pursuant to this Agreement.

7.2 BellSouth shall accept orders for Service and Elements in accordance with the Federal Communications Commission Rules or State Commission Rules.

8. **Responsibility For Environmental Contamination**

8.1 AT&T shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that AT&T did not introduce to the affected Work Location so long as AT&T's actions do not cause or substantially contribute to the release of any Environmental Hazard or Hazardous Materials. BellSouth shall indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by AT&T's actions.

8.2 BellSouth shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that BellSouth did not introduce to the affected Work

Location, so long as BellSouth's actions do not cause or substantially contribute to the release of any Environmental Hazards or Hazardous Materials. AT&T shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that AT&T, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which AT&T is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by BellSouth's actions.

9. **Regulatory Matters**

9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T Customers contemplated by this Agreement. AT&T shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.

9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with AT&T reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to AT&T its proposed tariff and obtain AT&T's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for AT&T the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

9.3 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement,

AT&T or BellSouth may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Alternative Dispute Resolution procedures set forth in Attachment 1.

10. **Liability and Indemnity**

- 10.1 Liabilities of BellSouth - Unless expressly stated otherwise in this Agreement, the liability of BellSouth to AT&T during any Contract Year resulting from any and all causes shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.
- 10.2 Liabilities of AT&T - Unless expressly stated otherwise in this Agreement, the liability of AT&T to BellSouth during any Contract Year resulting from any and all causes shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.
- 10.3 Each party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.
- 10.4 **No Consequential Damages** - NEITHER AT&T NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT BELLSOUTH'S OR AT&T'S

LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN.

- 10.5 **Obligation to Indemnify** - Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from AT&T or AT&T's Customer's use of the Services and Elements provided under this Agreement.
- 10.6 **Obligation to Defend; Notice; Cooperation** - Whenever a Claim shall arise for indemnification under this Section 10, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The

Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. **Audits and Inspections**

- 11.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in Section 11.1 shall apply.
- 11.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. AT&T may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.
- 11.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by AT&T in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions and Attachment 1.
- 11.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

- 11.1.4 AT&T may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by AT&T for Services and Elements or Combinations provided during the period covered by the audit.
- 11.1.5 Audits shall be at AT&T's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by AT&T hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.
- 11.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to AT&T or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse AT&T the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 11.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.
- 11.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions and Attachment 1.
- 11.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

12. **Performance Measurement**
- 12.1 In providing Services and Elements, BellSouth will provide AT&T with the quality of service BellSouth provides itself and its end-users. BellSouth's performance under this Agreement shall provide AT&T with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the measurements specified in Attachment 12 of this Agreement. Any conflict between the standards, measurements, and performance requirements BellSouth provides itself and the standards, measurements and performance requirements set forth in Attachment 12 shall be resolved in favor of the higher standard, measurement and performance.
- 12.2 The Parties acknowledge that the need will arise for changes to the measurements specified in Attachment 12 during the term of this Agreement. Such changes may include the addition or deletion of measurements or a change in the performance standard for any particular metric, as well as the provision of target performance levels, as set forth in Attachment 12. Unless otherwise specified in Attachment 12, the parties agree to review all measurements on a quarterly basis to determine if any changes are appropriate, and may include the provision to AT&T of any additional measurements BellSouth may provide itself.
- 12.3 The Parties agree to monitor actual performance on a monthly basis and, if the Parties conclude it is required, develop a process improvement plan to improve quality of service provided as measured by the performance measurements, if necessary. Such a plan shall be developed where BellSouth's performance falls below either the level of performance it provides itself or the level of performance required in Attachment 12.
13. **DELETED**
14. **Force Majeure**
- 14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, strikes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose

performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

14.2 Notwithstanding Subsection 1, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omission of a Party's

subcontractors, material persons, suppliers or other third persons providing products or services to such Party unless: (i) such acts or omissions are themselves the product of a Force Majeure condition, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 14 shall not excuse failure or delays where BellSouth is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

15. **Certain Federal, State and Local Taxes**

15.1 **Definition** For purposes of this Section 15, 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 on, or sought to be imposed, either of the parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 **Taxes And Fees Imposed Directly On Either Seller Or Purchaser**

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

15.2.2 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.

15.3 **Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller**

15.3.1 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.

15.3.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, 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 lawfully due, 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 the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. 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.
- 15.3.4 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 or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.3.5 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.
- 15.3.6 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 thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 15.4 **Taxes And Fees Imposed On Seller But Passed On To Purchaser**

- 15.4.1 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.
- 15.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.
- 15.4.4 If, after consultation in accordance with the preceding Section 15.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 16 of the General Terms and Conditions of this Agreement and Attachment 1. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

- 15.4.5 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 with the imposing authority, 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.
- 15.4.6 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.
- 15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.5 **Mutual Cooperation**

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this Section.

16. **Alternative Dispute Resolution**

- 16.1 All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof shall be resolved in accordance with the procedures set forth in Attachment 1, except: (i) disputes arising pursuant to Attachment 6, Connectivity Billing; and (ii) disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. Disputes involving matters subject to the Connectivity Billing

provisions contained in Attachment 6, shall be resolved in accordance with the Billing Disputes section of Attachment 6. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any AT&T Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section nor Attachment 1 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 1.

17.

Notices

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Pamela A. Nelson
Vendor Management
AT&T
1200 Peachtree St., N.E.
Atlanta, GA 30309

If to BellSouth:

Randy Jenkins
Interconnection Services
Suite 410
1960 W. Exchange Place
Tucker, GA 30064

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

18.

Confidentiality and Proprietary Information

18.1

For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise

confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Services and Elements placed by AT&T pursuant to this Agreement, and information that would constitute Customer Proprietary Network pursuant to the Act and the rules and regulations of the Federal Communications Commission, and Recorded Usage Data as described in Attachment 7, whether disclosed by AT&T to BellSouth or otherwise acquired by BellSouth in the course of the performance of this Agreement, shall be deemed Confidential Information of AT&T for all purposes under this Agreement.

- 18.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.
- 18.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- 18.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 18.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to

any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

- 18.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.
- 18.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.
- 18.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

19. **Branding**

The Parties agree that the services offered by AT&T that incorporate Services and Elements made available to AT&T pursuant to this Agreement shall be branded as AT&T services, unless BellSouth determines to unbrand such Services and Elements for itself, in which event BellSouth may provide unbranded Services and Elements. AT&T shall provide the exclusive interface to AT&T Customers, except as AT&T shall otherwise specify. In those instances where AT&T requires BellSouth personnel or systems to interface with AT&T Customers, such personnel shall identify themselves as representing AT&T, and shall not identify themselves as representing BellSouth. Except for material provided by AT&T, all forms, business cards or other business materials furnished by BellSouth to AT&T Customers shall be subject to AT&T's prior review and approval. In no event shall BellSouth, acting on behalf of AT&T pursuant to this Agreement, provide information to AT&T local service Customers about BellSouth products or services. BellSouth

agrees to provide in sufficient time for AT&T to review and provide comments. the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets AT&T's branding requirement. For installation and repair services, AT&T agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). AT&T will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify AT&T of material supply exhaust in sufficient time that material will always be available. BellSouth may leave a generic card if BellSouth does not have an AT&T specific card available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute AT&T's Leave Behind Material.

20. **Directory Listings Requirements**

20.1 BellSouth shall make available to AT&T, for AT&T subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall AT&T subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 **DELETED**

20.1.2 **DELETED**

20.1.3 Subject to execution of an Agreement between AT&T and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to AT&T or AT&T's subscribers); (2) AT&T's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to AT&T or AT&T's subscribers; (3) copies of such directories shall be delivered by BAPCO to AT&T's subscribers; (4) AT&T will sell enhanced White Pages Listings to AT&T subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to AT&T subscribers.

20.1.4 BAPCO will provide AT&T the necessary publishing information to process AT&T's subscribers directory listings requests including, but not limited to:

1. Classified Heading Information

2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing AT&T's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

20.2 BellSouth will provide AT&T the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord AT&T's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to AT&T's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

20.3 BellSouth will include AT&T subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge AT&T to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.

20.4 **DELETED**

21. **Subscriber List Information/Local Number Portability**

21.1 **DELETED**

21.2 BellSouth shall refer any requests from third parties for AT&T's Subscriber List Information to AT&T.

21.3 Local Number Portability shall be provided as set forth in Attachment 8.

21.A **Insurance Requirements**

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30)

days advance written notice of any cancellation or non-renewal of insurance required by this Section.

21.B Costs

Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

21.B.1 DELETED

21.C Pre-Ordering Information

21.C.1 BellSouth shall provide AT&T with access on a real-time basis via electronic interfaces to all services and features technically available from each switch, by switch CLLI and access to street address detail for the provisioning of a service request. This information is currently contained in BellSouth's Regional Street Address Guide ("RSAG") and Products and Services Inventory Management (P/SIMS).

21.C.2 If AT&T dials in, AT&T will obtain from BellSouth a security card featuring a unique password identification which will be changed periodically by BellSouth. A nonrecurring charge of One Hundred (\$100.00) Dollars will be applied to each security card provided, including duplicates furnished to additional users or furnished as a replacement of lost or stolen cards.

21.C.3 AT&T acknowledges that (i) this information is provided for the limited purposes of facilitating the establishment of new Customer accounts and identifying services and features available in specific BellSouth central offices. AT&T agrees that it will not sell or otherwise transfer such information to any third Party for any purpose whatsoever without the prior written consent of BellSouth; (ii) BellSouth does not warrant that services provided under this Section will be uninterrupted or error free. In the event of interruptions, delays, errors or other failure of the services, BellSouth's obligation shall be limited to using reasonable efforts under the circumstances to restore the services. BellSouth shall have no obligation to retrieve or reconstruct any transmitted messages or transmission data which may be lost or damaged. AT&T is responsible for providing back-up for data deemed by BellSouth to be necessary to its operations; (iii) the services provided under this Section are provided "As Is." BellSouth makes no warranty, express or implied, with respect to the services, including but not limited to any warranty of merchantability or fitness for a particular purpose, which warranties are hereby expressly disclaimed.

21.D Disaster Recovery

BellSouth and AT&T agree to jointly develop and implement a detailed service restoration plan and disaster recovery plan to be in effect by December 31, 1997. A joint task team will commence development no later than November 1, 1996, for implementation throughout 1997 reaching full deployment by December 31, 1997.

Such plans shall incorporate BellSouth Emergency Contingency Plans for Residence and Business Repair Centers. The Plans shall conform to the FCC Restoration Guidelines, to the National Security Emergency Preparedness ("NSEP") procedures and adhere to the guidelines developed by the Telecommunications Service Priority ("TSP") System office within the National Communications System ("NCS") Agency.

In developing the plans, the team will address the following AT&T proposed terms: (i) provision for immediate notification to AT&T via the Electronic Interface, to be established pursuant to Section 3 of Attachment 6 of the Agreement, of the existence, location, and source of any emergency network outage affecting AT&T Customers; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) establishment of procedures to provide AT&T with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) provision of an inventory and description of mobile restoration equipment by locations; (v) establishment of methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) establishment of methods and procedures for re-provisioning all Services and Elements, after initial restoration; (vii) provision for equal priority, as between AT&T Customers and BellSouth Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, but not limited to, deployment of repair personnel and access to spare parts and components; and (viii) establishment of a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, available twenty-four (24) hours per day, seven (7) days per week.

Such plans shall be modified and updated as necessary. For purposes of this Section, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period in a single exchange.

In the event the Parties are unable to reach agreement on either plan, the matter shall be resolved pursuant to Section 16 and Attachment 1 of this Agreement.

22. **Miscellaneous**

22.1 **Delegation or Assignment**

BellSouth may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AT&T which will not be unreasonably withheld. Notwithstanding the foregoing, BellSouth may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of AT&T to a 100 percent owned Affiliate company of BellSouth if such Affiliate provides wireline communications, provided that the performance of any such assignee is guaranteed by the assignor. Any prohibited assignment or delegations shall be null and void.

22.2 Subcontracting

If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliate. In entering into any contract, subcontract or other agreement for the performance of any obligation under this Agreement, the Party shall not enter into any agreement that it would not enter into if the supplier was performing services directly for said Party.

22.3 Nonexclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

22.4 No Third-Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

22.5 Referenced Documents

Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, BellSouth Practice, or publication of industry standards (unless AT&T elects otherwise). Should there be an inconsistency between or among publications

or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Attachment 1 of this Agreement.

22.6 **Applicable Law**

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Florida other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue.

22.7 **Publicity and Advertising**

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

22.8 **Amendments or Waivers**

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

22.9 **Severability**

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

22.10 **Entire Agreement**

This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the

Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

22.11 Survival of Obligations

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

22.12 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

22.13 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.

Part I: Local Services Resale

23. Telecommunications Services Provided for Resale

23.1 At the request of AT&T, and pursuant to the requirements of the Act, BellSouth will make available to AT&T for resale (see Section 24.3 of Part 1) any Telecommunications Service that BellSouth currently provides, or may offer hereafter. BellSouth shall also provide Support Functions and Service Functions, as set forth in Sections 27 and 28 of this Part. The Telecommunications Services, Service Functions and Support Functions provided by BellSouth to AT&T pursuant to this Agreement are collectively referred to as "Local Service."

23.2 This Part describes several services which BellSouth shall make available to AT&T for resale pursuant to this Agreement. This list of services is neither all inclusive nor exclusive. All Telecommunications Services of BellSouth which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described.

23.2.1 Features and Functions Subject to Resale

BellSouth agrees to make available for resale all features and functions available in connection with Telecommunications Services, including but not limited to the following:

- Dial tone and ring
- Capability for either dial pulse or touch tone recognition
- Capability to complete calls to any location
- Same extended local calling area
- 1+ IntraLATA toll calling
- PIC 1+ service
- CIC dialing (10 XXXX)
- Same access to vertical features and functions
- Call detail recording capability required for end user billing
- Flat and Measured Service
- International Calling
- 911, 500, 700, 800, 888, 900, 976 dialing
- Ringing
- Repeat dial capability
- Multi-line hunting
- PBX trunks and DID service

23.3 BellSouth will provide AT&T with at least the capability to provide an AT&T Customer the same experience as BellSouth provides its own Customers with respect to all Local Services. The capability provided to AT&T by BellSouth shall be in accordance with standards or other measurements that are at least

equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.

24. **General Terms and Conditions for Resale**

24.1 **Primary Local Exchange Carrier Selection**

BellSouth shall apply the principles set forth in Section 64.1100 of the Federal Communications Commission Rules, 47 C.F.R. §64.1100, to the process for end-user selection of a primary local exchange carrier. BellSouth shall not require a disconnect order from the Customer, another carrier, or another entity, in order to process an AT&T order for Local Service for a Customer.

24.2 **Pricing**

The prices charged to AT&T for Local Service are set forth in Part IV of this Agreement.

24.3 **Restrictions on Resale**

With the exception of short-term promotions, defined as those promotions that are offered for a ninety (90) day period or less and which are not offered on a consecutive basis, BellSouth shall offer for resale at wholesale prices all telecommunications services that BellSouth provides at retail to non-telecommunications carriers, including governmental bodies and information providers. Short-term promotions may be resold at the retail rate. Long term promotions, defined as those promotions that are offered for more than a ninety (90) day period, may be resold at the tariff rate less the wholesale discount.

No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for:

- (i) a restriction on the resale of residential service to residential customers;
- (ii) LifeLine/Link-up services shall be available for resale by AT&T only to those customers who are eligible to purchase such service directly from BellSouth;
- (iii) All grandfathered services are available for resale by AT&T to those customers or subscribers who already have grandfathered status; and
- (iv) N11/E911/911 services shall be available for resale by AT&T.

24.3.1 Dialing Parity

24.3.1.1 BellSouth agrees that AT&T Customers will experience the same dialing parity as BellSouth's Customers, such that, for all call types: (i) an AT&T Customer is not required to dial any greater number of digits than a BellSouth Customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an AT&T Customer is at least equal in quality to that experienced by a BellSouth Customer; and (iii) the AT&T Customer may retain its local telephone number.

24.3.2 Changes in Retail Service

24.3.2.1 BellSouth agrees to notify AT&T electronically of any changes in the terms and conditions under which it offers Telecommunications Services to subscribers who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least forty-five (45) days prior to the effective date of any such change or concurrent with BellSouth's internal notification process for such change, whichever is earlier. AT&T recognizes that certain revisions may occur between the time BellSouth notifies AT&T of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify AT&T of such revisions consistent with BellSouth's internal notification process but AT&T accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by AT&T unless caused by the intentional misconduct of BellSouth for the purposes of this section. The notification given pursuant to this Section will not be used by either party to market its offering of such changed services externally in advance of BellSouth filing of any such changes.

24.3.2.2 BellSouth agrees to notify AT&T electronically of proposed price changes at least thirty (30) days prior to the effective date of any such price change.

24.3.2.3 BellSouth agrees to use electronic mail to notify AT&T of any operational changes within at least six (6) months before such changes are proposed to become effective and within twelve months for any technological changes. If such operational or technological changes occur within the six or twelve month notification period, BellSouth will notify AT&T of the changes concurrent with BellSouth's internal notification process for such changes.

25. Requirements for Specific Services**25.1 CENTREX Requirements**

At AT&T's option, AT&T may purchase CENTREX services. Where AT&T purchases such CENTREX services, AT&T may purchase the entire set of features, any single feature, or any combination of features which BellSouth has the capability to provide. BellSouth will provide AT&T with the same service levels and features of CENTREX Service provided by BellSouth to its end users. Requests by AT&T for CENTREX Service levels and features that are different from what BellSouth provides to its end users will be handled under the Bona Fide Request Process. The CENTREX service provided for resale will meet the following requirements:

- 25.1.1 All features and functions of CENTREX Service, whether offered under tariff or otherwise, shall be available to AT&T for resale, without any geographic or Customer class restrictions.
- 25.1.2 BellSouth's CENTREX Service may be used by AT&T to provide Local Service to AT&T's end users
- 25.1.3 BellSouth shall provide to AT&T a list which describes all CENTREX features and functions offered by BellSouth within ten (10) days of the Effective Date, and shall provide updates to said list as required by Section 24.3.2 of Part 1.
- 25.1.4 **DELETED**
- 25.1.5 AT&T may aggregate the CENTREX local exchange and IntraLATA traffic usage of AT&T Customers to qualify for volume discounts on the basis of such aggregated usage.
- 25.1.6 AT&T may aggregate multiple AT&T Customers on dedicated access facilities. AT&T may require that BellSouth suppress the need for AT&T Customers to dial "9" when placing calls outside the CENTREX System. When dedicated facilities are utilized, BellSouth will provide, upon AT&T's request, station ID or ANI, as well as FGD trunking.
- 25.1.7 AT&T may use remote call forwarding in conjunction with CENTREX Service to provide service to AT&T Local Service Customers residing outside of the geographic territory in which BellSouth provides local exchange service. In cases where existing BellSouth Customers choose AT&T for their local service provider, and where AT&T serves these Customers via CENTREX, in order that such Customers may keep the same phone number, BellSouth shall either move Customer's line and phone number to a CENTREX system, or use remote call forwarding to route Customer's old phone number to new CENTREX phone number. Not all features and functions will be compatible when remote call forwarding is utilized. In such cases, AT&T customers shall have the same functionality as BellSouth customers under the same circumstances.

25.1.8 **DELETED**

25.1.9 BellSouth shall make available to AT&T for resale, at no additional charge, intercom calling among all AT&T Customers who utilize resold CENTREX service where the AT&T Customers' numbers all reside in the same central office switch.

25.1.10 AT&T may utilize BellSouth's Automatic Route Selection (ARS) service features to provision and route calls from various end users to various Interexchange Carriers (IXC) Networks.

25.2 **CLASS and Custom Features Requirements**

AT&T may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a Customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. BellSouth shall provide to AT&T a list of all such CLASS and Custom features and functions within ten (10) days of the Effective Date and shall provide updates to such list when new features and functions become available.

25.3 **Voluntary Federal and State Customer Financial Assistance Programs**

Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth Customer eligible for the Voluntary Federal Customer Financial Assistance Program or other similar state programs chooses to obtain Local Service from AT&T, BellSouth shall forward available information regarding such Customer's eligibility to participate in such programs to AT&T, in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

25.4 **E911/911 Services**

BellSouth shall provide access to E911/911 in the same manner that it is provided to BellSouth Customers. BellSouth will enable AT&T Customers to have E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). BellSouth shall provide and validate AT&T Customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Database Management System) used to support E911/911 services.

25.4.1 **DELETED**

25.4.2 Telephone Relay Service

Where BellSouth provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), BellSouth shall make such service available to AT&T at no additional charge, for use by AT&T Customers who are speech or hearing-impaired. If BellSouth maintains a record of Customers who qualify under any applicable law for Telephone Relay Service, BellSouth shall make such data available to AT&T as it pertains to AT&T Customers.

25.5 Contract Service Arrangements ("CSAS")

25.5.1 CSA's shall be available for resale at the wholesale discount.

25.5.2 If AT&T identifies a specific CSA, BellSouth shall provide AT&T a copy within ten (10) business days of AT&T's request.

25.6 **DELETED**

25.7 **DELETED**

25.8 **DELETED**

25.9 **DELETED**

25.10 Nonrecurring Services

25.10.1 BellSouth shall offer for resale all non-recurring services.

25.11 Inside Wire Maintenance Service

25.11.1 BellSouth shall provide Inside Wire Maintenance Service for resold services, but the resale discount will not apply.

25.12 Pay Phone Service

BellSouth shall offer for resale, at a minimum, the following pay phone services: Coin Line (currently sold as SmartLinesm), COCOT Line Coin (currently sold as Independent Payphone Provider (IPP) Line), and COCOT Line Coinless (currently sold as IPP Line Coinless). To the extent BellSouth demonstrates that it does not provide the payphone features and functionality requested by AT&T to BellSouth Customers, AT&T may request that BellSouth provide such functionality pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

- Billed Number Screening
- Originating line screening
- Ability to "freeze" PIC selection
- One bill per line
- Point of demarcation at the Network Interface location
- Detailed billing showing all 1+ traffic on paper, diskette or electronic format
- Wire Maintenance option
- Touchtone service
- Option for listed or non-listed numbers
- Access to 911 service
- One directory per line
- Access to ANI Information
- Line and/or station monitoring and diagnostic routines

25.12.1 In addition, BellSouth shall offer for resale, at a minimum, the following features with its resold Coin Line service:

- Access to all CO intelligence required to perform answer detection, coin collection, coin return, and disconnect.
- Answer Detection
- Option to block all 1+ calls to international destinations
- IntraLATA Call Timing
- Option of one way or two way service on line
- Coin Refund and Repair Referral Service
- Ability to block any 1+ service that cannot be rated by the coin circuits
- AT&T rate tables for local and intraLATA service
- Option of Flat Rate Service or Measured Service or both
- Protect against clip on fraud
- Protect against blue box fraud

25.12.2 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coin and COCOT Line Coinless services:

- Ability to keep existing serving telephone numbers if cutover to AT&T Resale Line
- Option of One Way or Two Way service on the line
- Option of Flat Rate Service or Measured Service or both

25.12.3 BellSouth shall offer for resale, at a minimum, the following feature with its COCOT Line Coin service:

- Blocking for 1+ international, 10XXXX1+ international, 101XXXX1+ international, 1+900, N11, 976
- Option to block all 1-700 and 1-500 calls
- Line side supervision option

25.12.4 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coinless service:

Blocking for 1+ international, 10XXXX1+ international, 101XXXX1+ international, 1+900, N11, 976, 7 or 10 digit local, 1+DDD

25.12.5 BellSouth shall offer for resale, at a minimum, the following features with its SemiPublic Coin service:

Ability to keep existing serving telephone numbers if cutover to AT&T

Touchtone Service

Option for listed, nonlisted, or non published numbers

Provision 911 service

Access to ANI information

Access to all CO intelligence required to perform answer supervision, coin collect, coin return and disconnect

Far end disconnect recognition

Call timing

PIC protection for all 1+local, interLATA, and intraLATA traffic

Same call restrictions as available on BellSouth phones for interLATA, international, intraLATA, and local calling

One bill per line

Detailed billing showing all 1+ traffic in paper or electronic format

Option to have enclosure installed with set

One directory per line installed

Install the station to at least BellSouth standards

Ability to block any 1+ service that cannot be rated by the coin circuits

AT&T to be the PIC for local and intraLATA calls

Option to block all 1+ international calls

Option of one way or two way service

Wire Maintenance option

AT&T rate tables for local and intraLATA service

Option to have BellSouth techs collect, count, and deposit vault contents on behalf of AT&T

Monitor vault contents for slugs and spurious non-US currency or theft and notify AT&T of discrepancies

Station or enclosure equipment should only bear the name/brand designated by AT&T on the order form

Protect against clip on fraud

Protect against red box fraud

Protect against blue box fraud

Provide option for use of "bright" station technology including debit cards

Provide revenue, maintenance, collection reports as specified by

AT&T on order form on a periodic basis in paper or electronic format

- 25.12.6 BellSouth shall provide the following features for Coin Line, SemiPublic Coin, COCOT Line Coin, and COCOT Line Coinless services:
- Blocking of inbound international calls
 - Point of demarcation at the set location
 - Special screen codes unique to AT&T and/or its Customers
 - Sing 3 Point of Contact for bills and orders dedicated to Public
 - Service outage transfers to AT&T help center
 - Access to AT&T Directory Assistance
 - Access to AT&T's Network Access Interrupt
 - Use AT&T branded invoice
 - Provide all information requested to ensure AT&T can bill for access line
 - Provide all information requested to ensure AT&T can bill for usage on the line
 - All calls originating from stations serviced by these lines should be routed to AT&T lines, except where designated
- 25.13 **Voice Mail Service**
- 25.13.1 Where available to BellSouth's end users, BellSouth shall provide the following feature capabilities to allow for voice mail services:
- Station Message Desk Interface - Enhanced ("SMDI-E")
 - Station Message Desk Interface ("SMDI")
 - Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- 25.14 **Hospitality Service**
- 25.14.1 BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.
- 25.15 **Blocking Service**
- 25.15.1 BellSouth shall provide blocking of 700, 900, and 976 services individually or in any combination upon request, including bill to third Party and collect calls, from AT&T on a line, trunk, or individual service basis at parity with what BellSouth provides its end users.
26. **DELETED**
- 26.1 **DELETED**

- 26.1.1 **DELETED**
- 26.1.2 **DELETED**
- 26.1.3 **DELETED**
- 26.1.4 **DELETED**
- 27. **Support Functions**
- 27.1 **Routing to Directory Assistance, Operator and Repair Services**
- 27.1.1 **BellSouth shall make available to AT&T the ability to route:**
 - 27.1.1.1 **Local Directory Assistance calls (411, (NPA) 555 1212) dialed by AT&T Customers directly to the AT&T Directory Assistance Services platform. Local Operator Services calls (0+, 0-) dialed by AT&T Customers directly to the AT&T Local Operator Services Platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the AT&T Local Operator Services Platform, using standard Operator Services dialing protocols of 0+ or 0-.**
 - 27.1.1.2 **611 repair calls dialed by AT&T Customers directly to the AT&T repair center.**
- 27.1.2 **Until a permanent industry solution exists for routing of traffic from BellSouth's local switch to other than BellSouth platforms, BellSouth will provide such routing using line class codes. BellSouth agrees to work with AT&T on a routing resource conservation program to relieve routing resource constraints to ensure that no switch exceeds 95% capacity of line class codes. BellSouth and AT&T shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing. BellSouth may reserve for itself an appropriate and reasonable number of line class codes for its own use.**
- 27.1.3 **All direct routing capabilities described herein shall permit AT&T Customers to dial the same telephone numbers for AT&T Directory Assistance, Local Operator Service and Repair that similarly situated BellSouth Customers dial for reaching equivalent BellSouth services.**
- 27.1.4 **BellSouth, no later than fifteen (15) days after the Effective Date, shall provide to AT&T, the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX. Such data will be compiled as an electronic flat file in a mutually agreed format and transmitted via either diskette or Network Data Mover. BellSouth will transmit to AT&T, in a timely manner, all changes, alterations, modifications and updates to such data base via the same method as the initial transfer.**
- 27.2 **Operator Services - Interim Measures**

- 27.2.1 Where BellSouth is the provider of Directory Assistance service, BellSouth agrees to provide AT&T Customers with the same Directory Assistance available to BellSouth Customers. If requested by AT&T, BellSouth will provide AT&T Directory Assistance Service under the AT&T brand.
- 27.2.1.1 AT&T recognizes that BellSouth's providing to AT&T Directory Assistance Service under AT&T's brand may require additional costs to be incurred by BellSouth. BellSouth will charge AT&T for such branded Directory Assistance capability under the wholesale rate plus the reasonable and demonstrable costs necessary to implement AT&T's branding request.
- 27.2.2 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to AT&T's Customers:
- (1) Two Customer listings and/or addresses per AT&T Customer call.
 - (2) Name and address to AT&T Customers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth Customers.
 - (3) Upon request, call completion to the requested number for local and intraLATA toll calls, where this service is available.
 - (4) Populate the listing database in the same manner and in the same time frame as if the Customer was a BellSouth Customer.
 - (5) Any information provided by a Directory Assistance Automatic Response Unit (ARU) will be repeated the same number of times for AT&T Customers as for BellSouth's Customers.
 - (6) Service levels will comply with Tennessee Regulatory Authority requirements for:
 - a) number of rings to answer
 - b) average work time
 - c) disaster recovery options.
 - (7) Intercept service for Customers moving service will include:
 - a) referral to new number, either 7 or 10 digits
 - b) repeat of the new number twice on the referral announcement
 - c) repeat of the new recording twice.

27.2.3 BellSouth shall provide Operator Services to AT&T's Customers at the same level of service available to BellSouth end users.

27.2.4 **DELETED**

27.2.5 BellSouth agrees to provide AT&T Customers the same Operator Services available to BellSouth Customers, branded as required by Section 19.

27.2.6 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to AT&T Customers:

- (1) Instant credit on calls, as provided to BellSouth Customers.
- (2) Routing of calls to AT&T when requested via existing Operator Transfer Service (OTS).
- (3) Busy Line Verification/Emergency Line Interrupt (BLV/ELI) services.
- (4) Emergency call handling.
- (5) Notification of the length of call.
- (6) Caller assistance for the disabled in the same manner as provided to BellSouth Customers.
- (7) Handling of collect calls: person to person and/or station to station.

27.3 **Busy Line Verification and Emergency Line Interrupt**

Where BellSouth does not route Operator Services traffic to AT&T's platform, BellSouth shall perform Busy Line Verification and Emergency Line Interrupt for AT&T on resold BellSouth lines. Where BellSouth routes Operator Services traffic to AT&T's platform, BellSouth shall provide BLV/ELI services when requested by AT&T Operators. AT&T and BellSouth shall work together to ensure that sufficient facilities exist to support increased BLV/ELI volume due to AT&T's presence as a Local Service provider. Specifically, BellSouth will engineer its BLV/ELI facilities to accommodate the anticipated volume of BLV/ELI requests during the Busy Hour. AT&T may, from time to time, provide its anticipated volume of BLV/ELI requests to BellSouth for planning purposes. In those instances when the BLV/ELI facilities/systems cannot satisfy forecasted volumes, BellSouth shall promptly inform AT&T, and the Parties shall work together to resolve capacity problems expediently.

27.4 **Access to the Line Information Database**

BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T Customer service information in the Line Information Database ("LIDB").

27.5 **Telephone Line Number Calling Cards**

Effective as of the date of an end-user's subscription to AT&T Service, BellSouth will terminate its existing telephone line number - based calling cards and remove any BellSouth-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB. AT&T may issue a new telephone calling card to such Customer, utilizing the same TLN and enter such TLN in LIDB for calling card validation purposes via the service order process.

28. **Service Functions**

28.1 **Electronic Interface**

BellSouth shall provide real time electronic interfaces ("EI") for transferring and receiving Service Orders and Provisioning data and materials (e.g., access to Street Address Guide ("SAG") and Telephone Number Assignment database). These interfaces shall be administered through a gateway that will serve as a point of contact for the transmission of such data from AT&T to BellSouth, and from BellSouth to AT&T. The requirements and implementation of such a data transfer system shall be negotiated in good faith by the Parties as specified below and in Attachment 15 of this Agreement. AT&T and BellSouth agree to use best efforts to provide the Electronic Communications gateway described above as soon as practicable, but in no event later than the dates specified in Attachment 15. In addition, (i) BellSouth agrees to use its best efforts to carry out its responsibilities, and (ii) AT&T agrees to use its best efforts to carry out its responsibilities. AT&T and BellSouth have agreed on interim solutions described below and in Attachment 15 to address the Pre-ordering, Ordering and Provisioning interfaces. BellSouth warrants that such interim solutions shall provide AT&T Customers with the same level of service available to BellSouth Customers.

28.1.1 **Pre-Ordering**

28.1.1.1 **DELETED**

28.1.1.2 **DELETED**

28.1.1.3 BellSouth will supply AT&T with Interval Guide Job Aids to be used to determine service installation dates. BellSouth will implement an electronic interface to its Due Date Support Application (DSAP) by December 31, 1996 but no later than April 1, 1997.

- 28.1.1.4 BellSouth will reserve up to 100 telephone numbers per NPA-NXX at AT&T's request, for AT&T's sole use. BellSouth will provide additional numbers at AT&T's request in order that AT&T have sufficient numbers available to meet expected needs. The telephone number reservations made in this manner are valid for AT&T's assignment for ninety (90) days from the reservation date. BellSouth will make the telephone number reservations available to AT&T via diskette by no later than August 15, 1996 and by electronic file transfer no later October 15, 1996. BellSouth agrees to implement an electronic interface to improve this process by December 31, 1996, but no later than April 1, 1997.
- 28.1.1.5 BellSouth Local Carrier Service Center (LCSC) will assign vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID and Hunting arrangements, as requested by AT&T, and documented in Work Center Interface agreements.
- 28.1.1.6 BellSouth will migrate all Pre-ordering functionality to the "Pre-Ordering" Electronic Communications Gateway by December 31, 1996, but no later than April 1, 1997. This migration effort shall be accomplished as described by BellSouth in its "Phase II interactive solution" report to the Georgia Public Service Commission of July 21, 1996.

28.1.2 **Ordering**

- 28.1.2.1 BellSouth agrees to develop, and AT&T agrees to cooperate in the development of, a mutually acceptable Electronic Data Interchange (EDI) for ordering Local Services. The ordering process and related transactions, (i.e., order, confirmation, firm order commitments, supplements and completions) shall be via the EDI interface.
- 28.1.2.2 BellSouth agrees to implement the EDI interface to support processes for Local Services for residence POTS and features, business POTS and features and PBX trunks with Direct Inward Dialing by September 1, 1996. By December 15, 1996, all Local Services shall be available for ordering via EDI interface.

28.1.2.3 **DELETED**

28.2 **Work Order Processes**

- 28.2.1 BellSouth shall ensure that all work order processes used to provision Local Service to AT&T for resale meet the service parity requirements set forth in this part.
- 28.2.2 Prior to AT&T sending BellSouth the first Service Order, BellSouth and AT&T shall develop mutually agreed-upon escalation and expedite procedures to be employed at any point in the Service Ordering, Provisioning, Maintenance,

Billing and Customer Usage Data transfer processes to facilitate rapid and timely resolution of disputes. These procedures will be maintained in the Work Center Interface Agreements.

28.3 Point of Contact for the AT&T Customer

28.3.1 Except as otherwise provided in this Agreement, AT&T shall be the single and sole point of contact for all AT&T Customers.

28.3.2 DELETED

28.3.3 BellSouth shall ensure that all BellSouth representatives who receive inquiries regarding AT&T services when providing services on behalf of AT&T: (i) refer such inquiries to AT&T at a telephone number provided by AT&T; (ii) do not in any way disparage or discriminate against AT&T, or its products or services; and (iii) do not provide information about BellSouth products or services.

28.4 Single Point of Contact

28.4.1 Each Party shall provide the other Party with a single point of contact ("SPOC") for all inquiries regarding the implementation of this Part. Each Party shall accept all inquiries from the other Party and provide timely responses.

28.4.2 BellSouth Contact numbers will be kept current in the Work Center Interface Agreements.

28.5 Service Order

To facilitate the ordering of new service for resale or changes to such service to an AT&T Customer ("Service Order"), BellSouth shall provide AT&T's representative with real time access (as described in Section 28.1 of this Part 1) to BellSouth Customer information to enable the AT&T representative to perform the following tasks:

28.5.1 Obtain Customer profile information via telephone. Methods and procedures for this interim interface will be defined in a Work Center Interface Agreement.

28.5.2 Obtain information on all Telecommunication Services that are available for resale, including new services via an electronic file with feature and service information in each BellSouth switch.

28.5.3 BellSouth will provide AT&T with interactive direct order entry no later than March 31, 1997. Until this capability is available, BellSouth agrees to establish the Local Carrier Service Center (LCSC) as the SPOC for order entry. Orders will be received at the LCSC via the EDI interface. BellSouth agrees to enter

the Service Order promptly on receipt and provide Firm Order Confirmation (FOC) within 24 hours of receipt of a correct Local Service Request.

- 28.5.4 BellSouth will provide AT&T with on line access to telephone number reservations by December 31, 1996, but no later April 1, 1997. Until on line access is available via electronic interface, BellSouth agrees to provide AT&T with a ready supply of telephone numbers. The process for telephone number reservations is described in Section 28.1.1.4 of this Agreement.
- 28.5.5 BellSouth will provide AT&T with the capability to establish directory listings via the Service Order Process.
- 28.5.6 BellSouth will provide AT&T with the appropriate information and training materials (job aids) to assist AT&T work centers to determine whether a service call will be required on a service installation. These job aids are to be the same information available to BellSouth employees.
- 28.5.7 BellSouth will provide AT&T on line ability to schedule dispatch and by December 31, 1996 but no later than April 1, 1997. Until on line access is available, BellSouth agrees to provide AT&T with interval guides for BellSouth services.
- 28.5.8 BellSouth will provide AT&T with the ability to order local service, local intraLATA toll service, and designate the end users' choice of primary intraLATA and interLATA Interexchange Carriers on a single unified order.
- 28.5.9 BellSouth will suspend, terminate or restore service to an AT&T Customer at AT&T's request.

28.6 **Provisioning**

28.6.1 **DELETED**

28.6.1.1 **DELETED**

28.6.1.2 **DELETED**

28.6.1.3 **DELETED**

28.6.1.4 **DELETED**

28.6.1.5 **DELETED**

28.6.2 BellSouth shall provide AT&T with service status notices, within mutually agreed-upon intervals. Such status notices shall include the following:

- 28.6.2.1 Firm order confirmation, including service availability date and information regarding the need for a service dispatch for installation.
- 28.6.3 BellSouth will provide AT&T with on-line notice of service installation by no later than March 31, 1997. Until this capability is available, BellSouth will provide AT&T with completion information on a daily basis for all types of Service Orders. BellSouth will utilize the EDI interface to transmit that data to AT&T. If an installation requires deviation from the Service Order in any manner, or if an AT&T Customer requests a service change at the time of installation, BellSouth will call AT&T in advance of performing the installation for authorization. BellSouth will provide to AT&T at that time an estimate of additional labor hours and/or materials required for that installation. After installation is completed, BellSouth will immediately inform AT&T of actual labor hours and/or materials used.
- 28.6.4 BellSouth will provide AT&T with on-line information exchange for Service Order rejections, Service Order errors, installation jeopardies and missed appointments by no later than March 31, 1997, until this capability is available, BellSouth agrees to:
- 28.6.4.1 Use its best efforts to notify AT&T via telephone of any Service Order rejections or errors within one hour of receipt;
- 28.6.4.2 Confirm such telephone notices in writing via facsimile at the end of each business day; and
- 28.6.4.3 BellSouth shall promptly notify AT&T via telephone if an installation or service appointment is in jeopardy of being missed.
- 28.6.4.4 The notification process will be described further in the Work Center Interface agreement between AT&T and BellSouth.
- 28.6.5 **DELETED**
- 28.6.6 BellSouth will provide AT&T with on-line information on charges associated with necessary construction no later than March 31, 1997. Until this capability is available, BellSouth agrees that BellSouth's LCSC will promptly notify AT&T of any charges associated with necessary construction.
- 28.6.7 BellSouth will provide AT&T with on-line access to status information on Service Orders no later than March 31, 1997. Until this capability is available, BellSouth agrees to provide status at the following critical intervals: acknowledgment, firm order confirmation, and completion on Service Orders. In addition, BellSouth Local Carrier Service Center will provide AT&T with status, via telephone, upon request.

- 28.6.8 BellSouth will perform all pre-service testing on resold Local Services.
- 28.6.9 Where BellSouth provides installation and the AT&T Customer requests a service change at the time of installation, BellSouth shall immediately notify AT&T at the telephone number on the Service Order of that request. The BellSouth technician should notify AT&T in the presence of the AT&T Customer so that AT&T can negotiate authorization to install the requested services directly with that Customer and the technician, and revise appropriate ordering documents as necessary.
- 28.6.10 To ensure that AT&T's Customers have the same ordering experience as BellSouth's Customers:
- 28.6.10.1 BellSouth shall provide AT&T with the capability to have AT&T's Customer orders input to and accepted by BellSouth's Service Order Systems outside of normal business hours, twenty-four (24) hours a day, seven (7) days a week, the same as BellSouth's Customer orders received outside of normal business orders are input and accepted.
- 28.6.10.2 Such ordering and provisioning capability shall be provided via an electronic interface, except for scheduled electronic interface downtime. Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.
- 28.6.10.3 Until the Electronic Interface is available, BellSouth shall provide Local Carrier Service Center (LCSC) order entry capability to AT&T to meet the requirements set forth in Section 28.6.10.1 above.
- 28.6.11 BellSouth shall provide training for all BellSouth employees who may communicate with AT&T Customers, during the provisioning process. Such training shall conform to Section 19 of the General Terms and Conditions of this Agreement.
- 28.6.12 BellSouth will provide AT&T with the capability to provide AT&T Customers the same ordering, provisioning intervals, and level of service experiences as BellSouth provides to its own Customers, in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.
- 28.6.13 BellSouth will maintain and staff an account team to support AT&T's inquiries concerning the ordering of local complex service and designed business services for local services resale. This team will provide information regarding all services, features and functions available, know the forms and additional information required beyond the standard local service request, assist AT&T in preparation of such orders, and coordinate within BellSouth.

- 28.6.14 BellSouth will provide AT&T with the information AT&T will need to certify Customers as exempt from charges, or eligible for reduced charges associated with the provisioning of new services, including but not limited to handicapped individuals, and certain governmental bodies and public institutions. BellSouth, when notified that an order for new service is exempt in some fashion, will not bill AT&T.
- 28.6.15 BellSouth will provide the same intercept treatment and transfer of service announcements to AT&T's Customers as BellSouth provides to its own end users without any branding.
- 28.6.16 BellSouth will provide AT&T with appropriate notification of all area transfers with line level detail 120 days before service transfer, and will also notify AT&T within 120 days before such change of any LATA boundary changes, or within the time frame required by an approving regulatory body, if any.
- 28.6.17 BellSouth agrees to develop with AT&T's cooperation, mutually acceptable interface agreements between work centers regarding the exchange of information and process expectations.
- 28.6.18 BellSouth will suspend AT&T local Customers' service upon AT&T's request via the receipt of a Local Service Request. The service will remain suspended until such time as AT&T submits a Local Service Request requesting BellSouth to reactivate.
- 28.6.19 BellSouth will provide AT&T's end users the same call blocking options available to BellSouth's own end users.
- 28.6.20 BellSouth will work cooperatively with AT&T in practices and procedures regarding Law Enforcement and service annoyance call handling. To the extent that circuit-specific engineering is required for resold services, BellSouth will provide the same level of engineering support as BellSouth provides for its comparable retail services.
- 28.6.21 BellSouth will provide information about the certification process for the provisioning of LifeLine, Link-up and other similar services.
- 28.6.22 BellSouth will provide a daily electronic listing of AT&T Customers who change their local carrier. The process is described as OUTPLOC (See reference in Local Account Maintenance Requirements of Attachment 7.)
- 28.7 **Maintenance**
- Maintenance shall be provided in accordance with the requirements and standards set forth in Attachment 5. Maintenance will be provided by

BellSouth in accordance with the service parity requirements set forth in this Part.

28.8 Provision of Customer Usage Data

BellSouth shall provide the Customer Usage Data recorded by the BellSouth. Such data shall include complete AT&T Customer usage data for Local Service, including both local and intraLATA toll service (e.g., call detail for all services, including flat-rated and usage-sensitive features), in accordance with the terms and conditions set forth in Attachment 7.

28.9 Service/Operation Readiness Testing

28.9.1 In addition to testing described elsewhere in this Section, BellSouth shall test the systems used to perform the following functions in a mutually agreed upon time frame prior to commencement of BellSouth's provision of Local Service, in order to establish system readiness capabilities:

28.9.1.1 All interfaces between AT&T and BellSouth work centers for Service Order, Provisioning;

28.9.1.2 Maintenance, Billing and Customer Usage Data;

28.9.1.3 The process for BellSouth to provide Customer profiles;

28.9.1.4 The installation scheduling process;

28.9.1.5 **DELETED**

28.9.1.6 Telephone number assignment;

28.9.1.7 Procedures for communications and coordination between AT&T SPOC and BellSouth SPOC;

28.9.1.8 Procedures for transmission of Customer Usage Data; and

28.9.1.9 Procedures for transmitting bills to AT&T for Local Service; and the process for wholesale billing for local service.

28.9.2 The functionalities identified above shall be tested by BellSouth in order to determine whether BellSouth performance meets the applicable service parity requirements, quality measures and other performance standards set forth in this Agreement. BellSouth shall make available sufficient technical staff to perform such testing. BellSouth technical staff shall be available to meet with AT&T as necessary to facilitate testing. BellSouth and AT&T shall mutually agree on the schedule for such testing.

- 28.9.3 At AT&T's reasonable request, BellSouth shall provide AT&T with service readiness test results of the testing performed pursuant to the terms of this Part.
- 28.9.4 During the term of this Agreement, BellSouth shall participate in cooperative testing requested by AT&T whenever both companies agree it is necessary to ensure service performance, reliability and Customer serviceability.
- 28.10 **Billing For Local Service**
- 28.10.1 BellSouth shall bill AT&T for Local Service provided by BellSouth to AT&T pursuant to the terms of this Part, and in accordance with the terms and conditions for Connectivity Billing and Recording in Attachment 6.
- 28.10.2 BellSouth shall recognize AT&T as the Customer of record for all Local Service and will send all notices, bills and other pertinent information directly to AT&T unless AT&T specifically requests otherwise.

PART II: UNBUNDLED NETWORK ELEMENTS

29. Introduction

This Part II sets forth the unbundled Network Elements that BellSouth agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled Network Elements and the requirements for each Network Element are described below and in the Network Elements Service Description, Attachment 2. The price for each Network Element is set forth in Part IV of this Agreement. BellSouth shall offer Network Elements to AT&T as of the Effective Date.

30. Unbundled Network Elements

- 30.1 BellSouth shall offer Network Elements to AT&T on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 30.2 BellSouth will permit AT&T to interconnect AT&T's facilities or facilities provided by AT&T or by third Parties with each of BellSouth's unbundled Network Elements at any point designated by AT&T that is technically feasible.
- 30.3 BellSouth will deliver to AT&T's Served Premises any interface that is technically feasible. AT&T, at its option, may designate other interfaces through the Bona Fide Request process delineated in Attachment 14.
- 30.4 AT&T may use one or more Network Elements to provide any feature, function, or service option that such Network Element is capable of providing or any feature, function, or service option that is described in the technical references identified herein.
- 30.5 BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit AT&T to provide Telecommunications Services to its Customers subject to the provisions of Section 1A of the General Terms and Conditions of this Agreement.
- 30.6 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where BellSouth provides contiguous Network Elements to AT&T, BellSouth may provide the existing interconnections

and no demarcation point shall exist between such contiguous Network Elements.

30.7 **DELETED**

30.8 The charge assessed to AT&T to interconnect any Network Element or Combination to any other Network Element or Combination provided by BellSouth to AT&T if BellSouth does not directly interconnect the same two Network Elements or Combinations in providing any service to its own Customers or a BellSouth affiliate (e.g., the interconnection required to connect the Loop Feeder to an ALEC's collocated equipment), shall be cost based.

30.9 Attachment 2 of this Agreement describes the Network Elements that AT&T and BellSouth have identified as of the Effective Date of this Agreement. AT&T and BellSouth agree that the Network Elements identified in Attachment 2 are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to Customers, to improve network or service efficiencies or to accommodate changing technologies, Customer demand, or regulatory requirements. Upon BellSouth's identification of a new or revised Network Element, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Network Element.

AT&T shall make its request for a new or revised Network Element pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to itself, to its own Customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same Network Element to AT&T on rates, terms and conditions no less favorable to AT&T than those provided to itself or to any other Party. Additional descriptions and requirements for each Network Element are set forth in Attachment 2.

30.9.1 **DELETED**

30.9.2 **DELETED**

30.9.3 **DELETED**

30.9.4 **DELETED**

30.9.5 **DELETED**

30.9.6 **DELETED**

30.9.7 **DELETED**

- 30.9.8 **DELETED**
- 30.9.9 **DELETED**
- 30.9.10 **DELETED**
- 30.9.11 **DELETED**
- 30.10 **Standards for Network Elements**
- 30.10.1 BellSouth shall comply with the requirements set forth in the technical references, 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 another Bell Communication's Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference or a more recent version of such reference sets forth a different requirement, AT&T may request, where technically feasible, that a different standard apply by making a request for such change pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.
- 30.10.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the Alternative Dispute Resolution Process identified in Section 16 of the General Terms and Conditions of this Agreement shall apply.
- 30.10.3 Each Network Element provided by BellSouth to AT&T shall be at least equal in the quality of design, performance, features, functions and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that BellSouth provides in the BellSouth network to itself, BellSouth's own Customers, to a BellSouth affiliate or to any other entity for the same Network Element.
- 30.10.3.1 **DELETED**
- 30.10.3.2 BellSouth agrees to work cooperatively with AT&T to provide Network Elements that will meet AT&T's needs in providing services to its Customers.
- 30.10.4 Unless otherwise designated by AT&T, each Network Element and the interconnections between Network Elements provided by BellSouth to AT&T shall be made available to AT&T on a priority basis that is equal to or better than the priorities that BellSouth provides to itself, BellSouth's own Customers, to a BellSouth affiliate or to any other entity for the same Network Element.

PART III: ANCILLARY FUNCTIONS

31. Introduction

This Part and Attachment 3 set forth the Ancillary Functions and requirements for each Ancillary Function that BellSouth agrees to offer to AT&T so that AT&T may provide Telecommunication Services to its Customers.

32. BellSouth Provision of Ancillary Functions

Part IV of this Agreement sets forth the prices for such Ancillary Functions. BellSouth will offer Ancillary Functions to AT&T on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

32.1 The Ancillary Functions that AT&T has identified as of the Effective Date of this Agreement are Collocation, Rights Of Way (ROW), Conduits and Pole Attachments. AT&T and BellSouth agree that the Ancillary Functions identified in this Part III are not exclusive. Either Party may identify additional or revised Ancillary Functions as necessary to improve services to Customers, to improve network or service efficiencies or to accommodate changing technologies, Customer demand, or regulatory requirements. Upon BellSouth's identification of a new or revised Ancillary Function, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Ancillary Function.

AT&T shall make its request for a new or revised Ancillary Function pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

32.2 If BellSouth provides any Ancillary Function to itself, to its own Customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same Ancillary Function to AT&T at rates, terms and conditions no less favorable to AT&T than those provided by BellSouth to itself or to any other Party. The Ancillary Functions and requirements for each Ancillary Function are set forth in Attachment 3.

33. Standards for Ancillary Functions

33.1 Each Ancillary Function shall meet or exceed the requirements set forth in the technical references, as well as the performance and other requirements, identified in this Agreement. If another Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference sets forth a different requirement, AT&T may elect, where technically feasible, which standard shall apply by making a request for such change pursuant

to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

33.2 Except as otherwise expressly agreed to herein, each Ancillary Function provided by BellSouth to AT&T herein shall be at least equal in the quality of design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that BellSouth provides in BellSouth network to itself, its own Customers, its affiliates or any other entity. This Section is not intended to limit BellSouth's ability during this Agreement to offer to AT&T nor AT&T's ability to accept Ancillary Functions with varying degrees of features, functionalities and characteristics.

33.3 **DELETED**

33.3.1 BellSouth agrees to work cooperatively with AT&T to provide Ancillary Functions that will meet AT&T's needs in providing services to its Customers.

33.4 Ancillary Functions provided by BellSouth to AT&T shall be allocated to AT&T on a basis that is at least equal to that which BellSouth provides to itself, its Customers, its affiliates or any other entity.

PART IV: PRICING

34. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

35. Local Service Resale

The rates that AT&T shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

36. Unbundled Network Elements

The prices that AT&T shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

36.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that AT&T does not need when two or more Network Elements are combined in a single order. BellSouth and AT&T shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

37. Compensation For Call and Transport Termination

The prices that AT&T and BellSouth shall pay are set forth in Table 1.

38. Ancillary Functions

38.1 Collocation - The prices that AT&T shall pay to BellSouth are set forth in Table 2.

38.2 Rights-of-Way - The prices that AT&T shall pay to BellSouth are set forth in Table 3.

38.3 Poles, Ducts and Conduits - The prices that AT&T shall pay to BellSouth are set forth in Table 4.

39. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

40. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 6.

41. **Electronic Interfaces**

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

TABLE 1

UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	\$0.76 (interim rate)
Loops, including NID	
2 wire, per month	\$ 17.00
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire, per month	\$ 30.00
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN, per month	\$ 40.00
NRC First	\$306.00
NRC Add'l	\$283.00
DS1, per month	\$ 80.00
NRC First	\$540.00
NRC Add'l	\$465.00
Unbundled Loop Channelization System (DS1 to VG)	
Per system, per month	\$480.00
NRC, First	\$350.00
NRC, Add'l	\$ 90.00
Per voice interface, per month	\$ 1.50
NRC, First	\$ 5.75
NRC, Add'l	\$ 5.50

End Office Switching	
Port:	
2 wire	\$ 2.00
NRC First	\$38.00
NRC Add'l	\$15.00
4 wire	\$10.00 (interim rate)
NRC First	\$38.00 (interim rate)
NRC Add'l	\$15.00 (interim rate)
2 wire ISDN	\$13.00
NRC First	\$88.00
NRC Add'l	\$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DS1	\$125.00
NRC First	\$112.00
NRC Add'l	\$ 91.00
Usage	
Initial Minute	\$0.0175
Additional Minutes	\$0.005
Features, functions, capabilities	No additional charge

Operator Systems	
Operator Call Handling-Station & Person	\$1 00 per minute
Automated Call Handling	\$0.10 per call attempt
Directory Assistance	\$0.25 per call
DA Call Completion	\$0.03 per call attempt
Intercept	\$0.01 per call
Busy Line Verification	\$0.80 per call
Emergency Interrupt	\$1.00 per call
Directory Assistance	
DA Database	
per listing	\$0.001
monthly	\$100.00
Direct access to DA service	
per query	\$0.01
monthly	\$5,000.00
NRC, service establish charge	\$820.00
DA transport	
switched local channel	\$133.81 (interim rate)
NRC, first	\$866.97 (interim rate)
NRC, add'l	\$486.83 (interim rate)
switched dedicated DS1 level	
per mile	\$16.75 (interim rate)
per facility termination	\$59.75 (interim rate)
NRC	\$100.49 (interim rate)
switched common	

per DA call	\$0.0003
per DA call per mile	\$0.00001
tandem switching	
per DA call	\$0.00055
Dedicated Transport	
DS1, facility termination	\$ 59.75
DS1, per mile	\$ 1 60
NRC	\$100.49 (intenn rate)
Common Transport	
Facility termination, per MOU	\$0.0005
Per mile, per MOU	\$0.000012
Tandem Switching	\$0.00029 per minute
Signaling Links	
Link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00

Signal Transfer Points	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
Service Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and AT&T shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
Call Transport and Termination (2)	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch, - Tandem switch + transport - End Office Switch - Combined	\$.00125 per MOU \$.00200 per MOU \$.00325 per MOU
(2) The Parties agree to bill a mutually agreed upon composite interconnection rate of \$0.002 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

TABLE 2

PHYSICAL AND VIRTUAL COLLOCATION

The following are interim rates, subject to true-up based on permanent rates. Permanent rates will be set once BellSouth files appropriate TSLRIC cost studies and such studies are reviewed and approved by the Florida PSC.

PHYSICAL COLLOCATION

Application - Per Arrangement/Per Location-Nonrecurring	\$3,100.00
Space Preparation Fee - Nonrecurring	ICB
Space Construction Fee - Nonrecurring	\$3,750.00
Cable Installation - Per Entrance Cable	\$2,750.00
Floor Space Zone A, Per Square Foot, Per Month	\$4.28
Floor Space Zone B, Per Square Foot, Per Month	\$4.09
Power Per AMP, Per Month	\$3.86
Cable Support Structure, Per Entrance Cable	\$13.35
POT Bay (Optional Point of Termination Bay)	
Per 2-Wire Cross - Connect, Per Month	\$0.18
Per 4-Wire Cross - Connect, Per Month	\$0.44
Per DS1 Cross - Connect, Per Month	\$0.44
Per DS3 Cross - Connect, Per Month	\$3.66
Cross-Connects	
2-Wire Analog, Per Month	\$0.30
4-Wire Analog, Per Month	\$0.50
Nonrecurring 2-wire and 4-wire	\$9.25
DS1, Per Month	\$3.07
Nonrecurring - First/Additional	\$113.75/14.25
DS3, Per Month	\$39.64
Nonrecurring - First/Additional	\$113.75/14.25
Security Escort	
Basic - 1st half hour	\$41.00
Overtime - 1st half hour	\$48.00
Premium - 1st half hour	\$55.00
Basic - additional	\$25.00
Overtime - additional	\$30.00
Premium - additional	\$35.00

VIRTUAL COLLOCATION

Rates tariffed by BellSouth in its FCC Tariff No. 1, Section 20.

TABLE 3

RIGHTS OF WAY

BellSouth shall provide access to rights-of-way at rates that are consistent with Section 224 of the Telecommunications Act of 1934.

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

Pole Attachment	\$4.20 per attachment, per year
Conduit, per foot	\$0.56 per foot, per year
Work performed by BellSouth Employee, per hour	Labor rate as developed in accordance with FCC Accounting Rules for work performed by BellSouth employees.

TABLE 5

LOCAL NUMBER PORTABILITY

AT&T and BellSouth shall pay its own costs in the provision of interim number portability. AT&T and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP.

TABLE 6

(Interim Rates Pending Further Negotiation)

RECORDED USAGE DATA

Recording Services (only applied to
unbundled operator services messages),
per message \$.008

Message Distribution, per message \$.004

Data Transmission, per message \$.001

42. Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

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

AT&T COMMUNICATIONS OF
THE SOUTHERN STATES, INC.

By: William J. Carroll
William J. Carroll
Vice President

June 10, 1997
Date

BELLSOUTH
TELECOMMUNICATIONS, INC.

By: Jerry D. Hendrix
Jerry D. Hendrix
Director
Interconnection Services/
Pricing

June 10, 1997
Date

DUPLICATE ORIGINAL

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ALTERNATIVE DISPUTE RESOLUTION

1. Purpose

Attachment 1 provides for the expeditious, economical, and equitable resolution of disputes between BellSouth and AT&T arising under this Agreement.

2. Exclusive Remedy

2.1 Negotiation and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between BellSouth and AT&T arising under or related to this Agreement including its breach, except for: (i) disputes arising pursuant to Attachment 6, Connectivity Billing; and (ii) disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. Except as provided herein, BellSouth and AT&T hereby renounce all recourse to litigation and agree that the award of the arbitrators shall be final and subject to no judicial review, except on one or more of those grounds specified in the Federal Arbitration Act (9 USC §§ 1 et seq.), as amended, or any successor provision thereto.

2.1.1 If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.

2.1.2 If, for any reason, the Federal Communications Commission or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement or to any BellSouth tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 1, the following provisions shall apply:

2.1.2.1 To the extent required by law, the agency ruling shall be binding upon the Parties for the limited purposes of regulation within the jurisdiction and authority of such agency.

2.1.2.2 The arbitration ruling rendered pursuant to this Attachment 1 shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under this Agreement, and for all other purposes not expressly precluded by such agency ruling.

3. Informal Resolution of Disputes

- 3.1 The Parties to this Agreement shall submit any and all disputes between BellSouth and AT&T for resolution to an Inter-Company Review Board consisting of one representative from AT&T at the Director-or-above level and one representative from BellSouth at the Vice-President-or-above level (or at such lower level as each Party may designate).
- 3.2 The Parties may enter into a settlement of any dispute at any time.

4. Initiation of an Arbitration

Except for Disputes Affecting Service, if the Inter-Company Review Board is unable to resolve the dispute within thirty (30) days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party may initiate an arbitration in accordance with the CPR Institute for Dispute Resolution ("CPR") Rules for Non-Administered Arbitration and business disputes ("the CPR Rules").

If the Inter-Company Review Board provided for in Section 3 of this Attachment 1 is unable to resolve a Dispute Affecting Service within two (2) business days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party, may, through its representative on the Inter-Company Review Board, request arbitration of what in good faith is believed to be a Dispute Affecting Service in accordance with the requirements of Section 9 of this Attachment 1, with the consent of the other party, which consent shall not be unreasonably withheld. Any dispute not resolved in accordance with Section 9 of this Attachment 1 shall be resolved as if it were not a Dispute Affecting Service.

5. Governing Rules for Arbitration

- 5.1 The rules set forth below and the CPR Rules shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the CPR Rules unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the CPR Rules, the rules set forth in this Attachment shall prevail.

Signature

6. **Appointment and Removal of Arbitrators for the Disputes other than the Disputes Affecting Service Process**
- 6.1 Each arbitration conducted pursuant to this Section shall be conducted before a panel of three Arbitrators, each of whom shall meet the qualifications set forth herein. Each Arbitrator shall be impartial, shall not have been employed by or affiliated with any of the Parties hereto or any of their respective Affiliates and shall possess substantial legal, accounting, telecommunications, business or other professional experience relevant to the issues in dispute in the arbitration as stated in the notice initiating such proceeding. The panel of arbitrators shall be selected as provided in the CPR Rules.
- 6.2 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.
- 6.3 In the event that an Arbitrator resigns, is removed pursuant to Section 6.2 of this Attachment 1, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.
- 6.4 **DELETED**
7. **Duties and Powers of the Arbitrators**
- The Arbitrators shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrators shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrators may not: (i) award punitive damages; (ii) or any remedy rendered unavailable to the Parties pursuant to Section 10.3 of the General Terms and Conditions of the Agreement; or (iii) limit, expand, or otherwise modify the terms of this Agreement.
8. **Discovery and Proceedings**

- 8.1 BellSouth and AT&T shall attempt, in good faith, to agree on a plan for discovery. Should they fail to agree, either BellSouth or AT&T may request a joint meeting or conference call with the Arbitrators. The Arbitrators shall resolve any disputes between BellSouth and AT&T, and such resolution with respect to the scope, manner, and timing of discovery shall be final and binding.
- 8.2 The Parties shall facilitate the arbitration by: (i) making available to one another and to the Arbitrators, on as expedited a basis as is practicable, for examination, deposition, inspection and extraction all documents, books, records and personnel under their control if determined by the Arbitrators to be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the CPR Rules or by the Arbitrators for submission of evidence or briefs.

9. **Resolution of Disputes Affecting Service**

9.1 **Purpose**

This Section 9 describes the procedures for an expedited resolution of disputes between BellSouth and AT&T arising under this Agreement which directly affect the ability of a Party to provide uninterrupted, high quality services to its customers at the time of the dispute and which cannot be resolved using the procedures for informal resolution of disputes contained in this attachment of the Agreement.

9.2 **Appointment and Removal of Arbitrator**

- 9.2.1 A sole Arbitrator will preside over each dispute submitted for arbitration under this Section 9.
- 9.2.2 The Parties shall appoint three (3) Arbitrators who will serve for the term of this Agreement, unless removed pursuant to Section 9.2.3 of this Attachment 1. The appointment and the order in which Arbitrators shall preside over Disputes Affecting Service will be made by mutual agreement in writing within thirty (30) days after the Effective Date.
- 9.2.3 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.
- 9.2.4 In the event that an Arbitrator resigns, is removed pursuant to Section 9.2.3 of this Attachment 1, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation or removal, or inability, unless a

different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the Arbitrator whose name appears next in the alphabet.

9.3 Initiation of Disputes Affecting Service Process.

9.3.1 A proceeding for arbitration under this Section 9 will be commenced by a Party ("Complaining Party") after following the process provided for in Section 4 of this Attachment 1 by filing a complaint with the Arbitrator and simultaneously providing a copy to the other Party ("Complaint").

9.3.2 Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Party which affect the Complaining Party's ability to offer a specific service (or group of related services) to its customers.

9.3.3 A Complaint may be in letter or memorandum form and must specifically describe the action or inaction of a Party in dispute and identify with particularity how the complaining Party's service to its customers is affected.

9.4 Response to Complaint

A response to the Complaint must be filed within five (5) business days after service of the Complaint.

9.5 Reply to Complaint

A reply is permitted to be filed by the Complaining Party within three (3) business days of service of the response. The reply must be limited to those matters raised in the response.

9.6 Discovery

The Parties shall cooperate on discovery matters as provided in Section 8 of this Attachment 1, but following expedited procedures.

9.7 Hearing

9.7.1 The Arbitrator will schedule a hearing on the Complaint to take place within twenty (20) business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.

- 9.7.2 The hearing will be limited to four (4) days, with each Party allocated no more than two (2) days, including cross examination by the other Party, to present its evidence and arguments. For extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.

In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three (3) days prior to any scheduled hearing.

Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three (3) days prior to commencement of the hearing. The witness list will disclose the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title and any other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing.

- 9.7.3 The Parties will make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.
- 9.7.4 Witnesses will testify under oath and a complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

9.8 Decision

- 9.8.1 The Arbitrator will issue and serve his or her decision on the Parties within five (5) business days of the close of the hearing or receipt of the hearing transcript, whichever is later.
- 9.8.2 The Parties agree to take the actions necessary to implement the decision of the Arbitrator immediately upon receipt of the decision.

10. Privileges

- 10.1 Although conformity to certain legal rules of evidence may not be necessary in connection arbitrations initiated pursuant to this Attachment, the Arbitrators shall, in all cases, apply the attorney-client privilege and the work product immunity.
- 10.2 At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrators of any statement or other action of a Party in connection with

negotiations between the Parties pursuant to the Informal Resolution of Disputes provision of this Attachment 1.

11. **Location of Hearing**

Unless both Parties agree otherwise, any hearing under this Attachment 1 shall take place in Atlanta, Georgia.

12. **Decision**

The Arbitrator(s) decision and award shall be final and binding, and shall be in writing unless the Parties mutually agree to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision. Except for Disputes Affecting Service, the Arbitrators shall make their decision within ninety (90) days of the initiation of proceedings pursuant to Section 4 of this Attachment, unless the Parties mutually agree otherwise.

13. **Fees**

13.1 The Arbitrator(s) fees and expenses that are directly related to a particular proceeding shall be paid by the losing Party. In cases where the Arbitrator(s) determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator(s) shall, in his or her discretion, apportion expenses to reflect the relative success of each Party. Those fees and expenses not directly related to a particular proceeding shall be shared equally. In the event that the Parties settle a dispute before the Arbitrator(s) reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator(s)' fees for the particular proceeding will be apportioned.

13.2 In an action to enforce or confirm a decision of the Arbitrator(s), the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses.

14. **Confidentiality**

14.1 BellSouth, AT&T, and the Arbitrator(s) will treat any arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or

enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.

- 14.2 In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator(s) shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.
- 14.3 To the extent that any information or materials disclosed in the course of an arbitration proceeding contains proprietary or confidential information of either Party, it shall be safeguarded in accordance with Section 18 of the General Terms and Conditions of the Agreement. However, nothing in Section 18 of the General Terms and Conditions of the Agreement shall be construed to prevent either Party from disclosing the other Party's Information to the Arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrators may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

15. **Service of Process**

Except as provided in Section 9.3.1 of this Attachment 1, service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) after three (3) business days if sent by first class U.S. mail; (iii) the next business day if sent by overnight courier service; or (iv) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery, first class U.S. mail, or overnight courier service.

- 15.1 Service by AT&T to BellSouth and by BellSouth to AT&T at the address designated for delivery of notices in this Agreement shall be deemed to be service to BellSouth or AT&T, respectively.

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CONNECTIVITY BILLING AND RECORDING

1. **General**

This Section describes the requirements for BellSouth to bill and record all charges AT&T incurs for purchasing Local Services for resale and for Network Elements and Combinations, and to provide Meet Point Billing and Mutual Compensation.

2. **Billable Information And Charges**

BellSouth will bill and record in accordance with this Agreement those charges AT&T incurs as a result of AT&T purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this Agreement. BellSouth will bill charges for interconnection and charges for unbundled network elements, with the exception of the unbundled ports or unbundled port/loop combinations through CABS or in the CABS format. BellSouth will format each bill in CABS or in CABS format in accordance with CABS standards and specifications. As an interim process, the Parties have agreed to specific elements of CRIS billing. Those elements are named in Exhibit A attached hereto and incorporated herein by this reference. Each bill shall set forth the quantity and description of each such Network Element, Combination, or Local Service provided and billed to AT&T. All charges billed to AT&T will indicate the state from which such charges were incurred except in cross boundary state situations. A listing of the current cross state boundary exchanges has been provided to AT&T.

- 2.1.1 As an interim process, BellSouth will provide AT&T with bills in the CRIS/CLUB format via paper or other mutually agreed upon medium for those services purchased by AT&T for resale and for the billing of the unbundled port and loop/port combination in accordance with the specifications and requirements set forth in Exhibit A to this Attachment for no more than one hundred and eighty (180) days after the Effective Date of this Agreement. After that time, BellSouth shall provide bills using only CABS or the CABS format as outlined in this Agreement.

AT&T and BellSouth will work together in a cooperative effort with the OBF to establish a single billing system and applicable standards. Once the billing standards/system are defined, BellSouth and AT&T will mutually agree when the standards/system will be implemented.

- 2.2 BellSouth shall provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T for those Network Elements, Combination thereof, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to AT&T shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to AT&T, must be a valid calendar date, and not more than one (1) year old. Bills shall not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date, except as otherwise permitted by law. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.
- 2.4 BellSouth shall bill AT&T for each Network Element, combination thereof, or Local Service, supplied by BellSouth to AT&T pursuant to this Agreement at the rates set forth in this Agreement. BellSouth will bill AT&T based on the actual charges incurred, provided, however, for those usage based charges where actual charge information is not determinable by BellSouth because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded to the next whole minute.
- 2.5 **DELETED**
- 2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment. Billing questions subsequent to implementation will be directed to the billing specialist in the Local Carrier Service Center (LCSC) for

CRIS billing and through the Interexchange Carrier Service Center (ICSC) for CABS related issues.

3. Meet Point Billing

- 3.1 Where appropriate for unbundled network elements, AT&T and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 3.2 AT&T and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the network elements provided by AT&T or BellSouth. For all traffic carried over the MPB arrangement, AT&T and BellSouth shall bill each other all applicable elements at the rates specified in this Agreement.
- 3.3 BellSouth shall provide to AT&T the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of AT&T's network in an AT&T/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to AT&T in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of AT&T's network in an AT&T/BellSouth MPB arrangement, and for whom BellSouth must supply to AT&T MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to AT&T for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and AT&T.
- 3.4 BellSouth and AT&T agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the

Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.

- 3.5 BellSouth and AT&T will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. BellSouth and AT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 3.6 If MPB data is not processed and delivered by either BellSouth or AT&T and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges. When the subsequent billing company ("SBC") is the recording company, they shall provide the initial billing company ("IBC") the detail billing records on a weekly basis (within five (5) days). If the IBC is the recording company, detail billing record exchange is not necessary. The IBC shall provide the SBC the summary billing records within ten (10) days from the IBC bill date. The Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 3.8 Errors in MPB data exchanged by the Parties may be discovered by AT&T, BellSouth or the billable IXC. Both AT&T and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrecable errors

or otherwise, the Parties shall follow the procedures set forth in the Customer Billing Data Attachment of this Agreement and compensate the other for the lost MPB billing data.

- 3.9 In the event AT&T purchases from BellSouth Network Elements, or Combination thereof, in a LATA other than the LATA to or from which the MPB services are homed and in which BellSouth operates an access tandem, BellSouth shall, except in instances of capacity limitations, permit and enable AT&T to sub-tend the BellSouth access tandem switch(es) nearest to the AT&T rating point(s) associated with the NPA-NXX(s) to/from which the MPB services are homed. In instances of capacity limitation at a given access tandem switch, AT&T shall be allowed to sub-tend the next-nearest BellSouth access tandem switch in which sufficient capacity is available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.
- 3.10 Neither AT&T nor BellSouth will charge the other for the services rendered, or for information provided pursuant to Section 4 of this Attachment except those MPB charges specifically set forth herein. Both Parties will provide the other a single point of contact to handle any MPB questions.

4. Collocation

When AT&T collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to AT&T pursuant to this Attachment. All such capital expenses shall be given a unique BAN (as defined in Section 7, below) and invoice number. All invoices for capital expenses shall be sent to the location specified by AT&T for payment. All other non-capital recurring collocation expenses shall be billed to AT&T in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

5. Mutual Compensation

- 5.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer. Such Local Traffic shall be recorded and transmitted to AT&T and BellSouth in accordance with this Attachment. When an AT&T

Customer originates traffic and AT&T sends it to BellSouth for termination, AT&T will determine whether the traffic is local or intraLATA toll. When a BellSouth Customer originates traffic and BellSouth sends it to AT&T for termination, BellSouth will determine whether the traffic is local or intraLATA toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXXs in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic. When AT&T interconnects with BellSouth's network for the purpose of completing local and intraLATA toll traffic, AT&T will, at its option, interconnect at either the tandem or end office switch to complete such calls paying local interconnection rates for its customers' local calls and switched access rates for its customers' intraLATA toll calls. Such interconnection will be ordered as needed by AT&T to deliver such local and intraLATA toll calls. Further, the Local Traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totaled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this Local Traffic shall be in accordance with Part IV to this Agreement.

6. Local Number Portability

6.1 DELETED

6.2 When an IXC terminates an interLATA or IntraLATA toll call to an AT&T local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that AT&T shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any INP fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an AT&T local exchange customer whose telephone number has been ported from BellSouth, and is terminated on AT&T's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

7. Issuance of Bills - General

7.1 BellSouth and AT&T will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and AT&T will establish

monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), as further defined in the CABS document or CRIS elements set forth in Exhibit A as appropriate. On bills BellSouth renders to AT&T, BANs shall be 13 character alpha/numeric and there shall only be one BAN per Revenue Accounting Office ("RAO"). The Bill Date shall be the same day month to month for all BANs, except that the 4th, 7th or 13th of each month will not be used as a Bill Date for bills BellSouth renders to AT&T. AT&T will provide one (1) BAN per state and the bill date will be the same day month to month for all BANs. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 7.2 BellSouth and AT&T shall issue all CABS bills or bills in CABS format containing such billing data and information in accordance with CABS Version 26.0, Issue 4, or such later versions of CABS as are published by BellCore, or its successor, except that if the Parties enter into a meet-point billing arrangement, such billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by BellCore, or its successor. To the extent that there are no CABS or MECAB standards governing the formatting of certain data, such data shall be issued in the format specified by AT&T. Consistent with Section 2.1.1 of this Attachment 6, BellSouth may issue AT&T Resale and unbundled port Connectivity bills in CRIS/CLUB format as provided herein for no more than one hundred eighty (180) days after the Effective Date of this Agreement.
- 7.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which

purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

- 7.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. AT&T and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

8. Electronic Transmissions

- 8.1 BellSouth and AT&T agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide AT&T/Alpharetta its CONNECT:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via CONNECT:Direct. AT&T's CONNECT:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. AT&T will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.
- 8.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

8.3 DELETED

9. Tape or Paper Transmissions

9.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by AT&T and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO AT&T:

Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 217M01 Alpharetta, Georgia 30202 Attn: Access Bill Coordinator.
Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: Access Bill Coordinator

Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908 Alpharetta, Georgia 30202 Attn: Access Bill Coordinator
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<p>Paper Transmissions via Overnight Delivery:</p>	<p>AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: Access Bill Coordinator</p>
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TO BellSouth:

<p>Tape Transmissions:</p>	<p>- Attn:</p>
<p>Paper Transmissions:</p>	<p>Attn:</p>

- 9.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any Connectivity Billing tapes in tape canisters.
- 9.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. AT&T reserves the

right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

- 9.4 Billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	
Record Length	225 bytes (fixed length)	
Blocking factor	84 records per block	
Block size	18,900 bytes per block	
Labels	Standard IBM Operating System	

- 9.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.

- 9.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)

EOF1 and EOF2	Data set trailer labels (end-of-data-set)
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The HDR1, EOVS1, and EOF1 labels use the same format and the HDR2, EOVS2, and EOF2 labels use the same format.

9.7 The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

9.8 The IBM Standard Dataset Label 1 Format (HDR1, EOVS1, EOF1) is described below:

FIELD NAME	CONTENTS
<p>Label Identifier (3 bytes)</p>	<p>Three characters that identify the label are:</p> <p>HDR Header label (at the beginning of a dataset)</p> <p>EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume)</p> <p>EOF Trailer label (at the end of a dataset).</p>
<p>Label Number (1 byte)</p>	<p>The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.</p>
<p>Dataset Identifier (17 bytes)</p>	<p>The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.</p>
<p>Dataset Serial Number (6 bytes)</p>	<p>The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.</p>
<p>Volume Sequence Number (4 bytes)</p>	<p>A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.</p>
<p>Dataset Sequence Number (4 bytes)</p>	<p>A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.</p>
<p>Generation Number (4 bytes)</p>	<p>If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.</p>

FIELD NAME	CONTENTS
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byydd where: b = blank yy = year(00-99) ddd = day(001-366)
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byydd where: b = blank yy = year (00-99) ddd = day (001-366)
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: 0 No password protection 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined) 3 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).

FIELD NAME	CONTENTS
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

9.9 The IBM Standard Dataset Label 2 Format (HDR2, EOVS, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows: F Fixed length V Variable length U Undefined length.

<p>Block Length (5 bytes)</p>	<p>A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3:</p> <p>Format F - Block length (must be a multiple of the logical record length in Field 5)</p> <p>Format V - Maximum block length (including the 4 byte length indicator in the block)</p> <p>Format U - Maximum block length.</p>						
<p>Record Length (5 bytes)</p>	<p>A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3:</p> <p>Format F - Logical record length</p> <p>Format V - Maximum logical record length (including the 4 byte length indicator in the records)</p> <p>Format U - Zeros.</p>						
<p>Tape Density (1 byte)</p>	<p>A code indicating the record density of the tape, as follows:</p> <p>Recording Density</p> <table data-bbox="641 1270 1136 1459"> <thead> <tr> <th>DEN Value</th> <th>9-Track Tape</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>1600 (PE)</td> </tr> <tr> <td>4</td> <td>6250 (GCR)</td> </tr> </tbody> </table> <p>PE - is for phase encoded mode</p> <p>GCR - is for group coded recording mode.</p>	DEN Value	9-Track Tape	3	1600 (PE)	4	6250 (GCR)
DEN Value	9-Track Tape						
3	1600 (PE)						
4	6250 (GCR)						
<p>Dataset Position (1 byte)</p>	<p>A code, indicating a volume switch, is as follows:</p> <p>0 - No volume switch has occurred</p> <p>1 - A volume switch previously occurred.</p>						

Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A Contains ASCII control characters M Contains machine control characters b Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B Blocked records S Spanned records R Blocked and spanned records b No blocked and no spanned records.
Reserved (8 bytes)	Bytes 40-42 - reserved for future use -should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

10. Testing Requirements

- 10.1 Within thirty (30) days of the execution of this Agreement, BellSouth shall send to AT&T bill data in the appropriate mechanized format (i.e. CABS or CRIS) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment 6. After receipt of the test data from BellSouth, AT&T will notify BellSouth if the billing transmission meets AT&T's testing specifications. If the transmission fails to meet AT&T's testing specifications, BellSouth shall make the necessary corrections. At least three (3) sets of testing data must meet AT&T's testing specifications prior to BellSouth sending AT&T a mechanized production bill for the first time via electronic transmission or tape. Thereafter, BellSouth may begin sending AT&T mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.
- 10.2 At least thirty (30) days prior to changing mechanized formats (e.g., CABS), BellSouth shall send to AT&T bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. BellSouth agrees that it will not send AT&T bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.
- 10.3 BellSouth shall provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, BellSouth's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.
- 10.4 During the testing period, BellSouth shall transmit to AT&T billing data and information via paper transmission. Test tapes shall be sent to AT&T at the following location:

Test Tapes:	AT&T 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30302 Attn: Access Bill Testing Coordinator
-------------	---

11. Additional Requirements

11.1 BellSouth agrees that if it transmits data to AT&T in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for AT&T to process billing information and data:

- The BAN shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each bill must contain at least one detail record.
- Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- The Invoice Number must not have embedded spaces or low values.

11.2 **DELETED**

12. **Bill Accuracy Certification**

Within 120 days of the execution of this Agreement, AT&T and BellSouth will agree upon a CRIS billing quality assurance program that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the billing, recording of charges will be part of that program. In the event the Parties are unable to reach agreement on such a program, the matter will be resolved pursuant to the disputes process provided in Attachment 1.

13. **Payment Of Charges**

13.1 Subject to the terms of this Agreement, AT&T and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made on the preceding business day.

13.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via

EFT. AT&T will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to AT&T with only one address to which such payments shall be rendered. In the event AT&T receives multiple bills from BellSouth which are payable on the same date, AT&T may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

14. Billing Disputes

14.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. The Parties shall replicate the bill closure procedures set forth in the Access Billing Supplier Quality Certification Operating Agreement. A mutually agreed upon escalation process similar to what is used for CABS billing will be established for the CRIS resale bill as part of the quality assurance program developed pursuant to Section 12 of this Attachment 6. In the interim, in the event of a billing dispute, the process described in Exhibit B to this Attachment shall be followed. Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit as described in Section 11 of the General Terms and Conditions of this Agreement. Closure will take place within three (3) months of the Bill Date. The month being closed represents those charges that were billed or should have been billed by the respective Bill Date. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

14.1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

14.1.2 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

14.1.3 If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the procedures set

forth in the Section 16 of the General Terms and Conditions of this Agreement and Attachment 1.

- 14.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

15. **Late Payment Charges**

If either Party fails to remit payment for any charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

16. **Adjustments**

Subject to the terms of this Attachment, BellSouth will reimburse AT&T for incorrect billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof, ordered or requested; Local Services, Elements, or Combination thereof, of poor quality; and installation problems if caused by BellSouth. Such reimbursements shall be set forth in the appropriate section of the CABS bill pursuant to CABS, standards.

17. Recording of Call Information

17.1 Where Telecommunications Services are being resold or unbundled Network Elements are being utilized, the Parties agree to record call information in accordance with this subsection. To the extent technically feasible, each Party will record and process the usage sensitive call detail information associated with the other Party's local exchange customer. The call records for the charged number shall be provided at a Party's request and shall be formatted pursuant to BellCore standards and the terms and conditions of this Agreement. BellSouth and AT&T agree that they will retain, at each Party's sole expense, copies of all AMA transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.

17.2 Each Party will provide the other Party with a carrier identification code ("CIC") on each EMR record transmitted to the other Party. If BellSouth does not have a CIC for any local exchange carrier, BellSouth or IXC for whom BellSouth must supply to AT&T billing records or information pursuant to this Attachment, BellSouth agrees that it will assist the local exchange carrier, BellSouth or IC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, BellSouth agrees that it will submit its CIC to AT&T on those records for billing and payment. BellSouth further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. Likewise, if AT&T does not have a CIC for any local exchange carrier, BellSouth or IXC for whom AT&T must supply to BellSouth billing records or information pursuant to this Attachment, AT&T agrees that it will assist the local exchange carrier, BellSouth or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, AT&T agrees that it will submit its CIC to BellSouth on those records for billing and payment. AT&T further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.

17.3 **DELETED**

17.3.1 **DELETED**

17.3.2 **DELETED**

17.3.3 **DELETED**

17.4 The Parties agree that they will provide each other a single person to contact regarding any data exchange problems.

18. **DELETED**

Exhibit A

**REQUIREMENTS FOR NON-CABS BILLING
OF
AT&T LOCAL SERVICE RESALE**

AT&T and BellSouth agree to the following requirements for non-CABS billing for Local Service Resale:

- BellSouth will provide a 13 character alpha-numeric Billing Account Number (BAN)
- BellSouth will provide one (1) BAN per Regional Accounting Office (RAO)
- BellSouth will provide one (1) bill cycle for all BANs / RAOs excluding the 4th, 7th and 13th bill cycles
- BellSouth will render the bill within ten (10) days of the bill date
- AT&T will render payment 30 days from the bill date or 20 days from the date the bill is received, whichever is greater
- AT&T will render payment via wire transfer to the existing CABS billing address
- BellSouth will render billing for PIC charges separately
- BellSouth will bill monthly service charges in advance of the bill date
- BellSouth will bill usage charges in arrears of the bill date
- BellSouth will identify all charges by incurred state except in cross boundary situations
- All local billing is considered jurisdiction '5'
- BellSouth will uniquely identify the local billing BANs as Type Of Account 'Q'
- BellSouth will separately identify business and residence charges via 1FB or 1FR
- BellSouth will provide From and Through dates for all local billing

Exhibit B

**BELLSOUTH LOCAL CARRIER SERVICE CENTER (LCSC)
ESCALATION LIST**

LOCAL CARRIER SERVICE CENTER

Telephone Numbers	Office800-872-3116 Local Service Requests, LSR Questions, Billing Inquiries and General Assistance Fax Number800-872-7059 All Forms
Managers	Director Barbara Warren700-451-0853 Manager Paula Murphy700-451-0883
Mailing Address	Local Carrier Service Center (LCSC) BellSouth Room D-20 5147 Peachtree Industrial Boulevard Chamblee, GA 30341
Hours of Operation	8:30 AM to 5:00 PM EST Monday - Friday
Holidays Observed	New Years Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day
Process	The long-term escalation process will be developed as part of the Quality Assurance program outlined in paragraph 12 of this attachment. In the interim, AT&T will escalate any billing discrepancies to the BellSouth LCSC Manager. If resolution is not attained within 30 days, AT&T will escalate the discrepancy to the BellSouth Director. If the billing discrepancy is not resolved within 30 days, AT&T will obtain the name and number

of the next level manager from the BellSouth Director and
continue escalating until a resolution is reached.

BILLING ADJUSTMENT INVESTIGATION REQUEST

Date: 12/20/1999 CLEC Tracking No: _____

To: Maxine Alagar BST Tracking No: _____

We believe that a billing error appears on the following account:

CLEC Name: STIS, Inc. Q Account No: 305Q8822610670

End User No: _____ Circuit No: _____

Amount Disputed \$306,559.94 # of End Users Affected _____

Amt. With-Held from Bill \$306,559.94 Affected Bill Date 12/2/1999

Reason Amount is in question: _____

Supra Telecom has adopted a new interconnectio agreement with BellSouth. Per the agreement, terms of the contract are retroactive to the beginning of our relationship. The new contract does not provide for BellSouth to bill Supra Telecom for End User Common Line charges or FCC Access charges. In addition, the contract has no provision for BellSouth to bill Supra Telecom for processing changes in service nor charges for unauthorized local service changes and reconnections. Attached, please find two reports; 1) FCC Access charges pulled from the monthly bills in the USOC Summary section. The affected USOCs are 92r, LNFCX, LNPCP, 9LM,9LA, 9ZEPR and 9ZEBR. 2) Charges for Processing Changes in Service and Charges for Unauthorized Local Service Changes and Reconnections pulled from the monthly bills by line number. Included both summary and detail data.

_____ Attached is a marked-up copy of the page(s), which the questioned item(s) appears

_____ A marked-up copy is not attached. Following is additional information for your investigation(i.e. page number in bill. Item number on bill

If you have any questions or need clarification, you may contact _____

Name: Carol Bentley
Telephone: 1-305-476-4284
Fax: 305-443-1078

Supra Telecom

2620 S.W. 27th Avenue Miami, Fl. 33133

Olukayode A. Ramos
Chairman & CEO
Email: kayramos@stis.com
Telephone: (305) 476-4220
Fax: (305) 476-4282

February 10, 2000

VIA FACSIMILE

Mr. Marcus Cathey
Vice President –Interconnection Services
BellSouth Telecommunications, Inc.
9th Floor, 600 North 19th Street
Birmingham, AL 35203

Re: Resolution of Billing Dispute

Dear Mr. Cathey:

Just when I thought that things are beginning to look better between our two companies, I received a copy of a letter dated today, February 10, 2000, written by BellSouth's Debra Harris addressed to our Carol Bentley. A copy of that letter is attached as Exhibit "A.) The letter partly conveyed BellSouth's acceptance of a billing dispute that Supra Telecom initiated on October 20, 1999 and partly threatened the core of our existence; our business. BellSouth's letter only acknowledged part of our billing dispute; the principal amount totaling \$61,866.05 and ignored two vital parts of our dispute:

- Interest calculation totaling \$16,566.59 and
- A second billing dispute for the sum of \$306,559.94.

A copy of our working schedule of the first billing dispute totaling \$78,432.64 is attached as Exhibit "B."

On December 20, 1999, we filed another billing dispute requesting for a refund of \$306,559.94. That billing dispute notice was sent directly to BellSouth's Maxine Alagar via FedEx delivery. A copy of that dispute was again faxed on February 7, 2000 to BellSouth's Karen Bates, Maxine Alagar and Debra Harris (copy attached as exhibit "C"). I faxed you a copy of that dispute on February 8, 2000. Yesterday, copies of this dispute was sent via FedEx to Maxine Alagar, Karen Bates and Debra Harris. As at the time of writing this letter, not one BellSouth's employee has acknowledged the receipt of this billing dispute.

To add insult upon injury, BellSouth's Debra Harris stated in her letter of today that "our records indicate that as of February 10, 2000, we have not received payment of \$103,945.51. If payment of this amount is not received by February 11, 2000, requests for additional services will be refused." This is a clear threat to our business by BellSouth and a violation of our Interconnection Agreement. I have attached as Exhibit "D", for your education, Attachment 6, Section 14 of our Interconnection Agreement. That section

Mr. Marcus Cathey
Vice President – Interconnection Services
BellSouth Telecommunications, Inc.
02/11/00
Page 2 of 2

is a clear guide on how our two companies have contractually agreed to resolve billing disputes. It is very disappointing that BellSouth have not taken time to educate its employees interfacing with our company on our interconnection agreement. BellSouth employees must be educated on honoring contractual agreements and stop making unnecessary threats to our business. Let me know immediately what actions BellSouth intends to take before the close of business. Let me also warn that this kind of threatening letters written by BellSouth's Debra Harris (attached as Exhibit "A") is not in the best interest of on-going negotiations between our two companies.

Regards,
Olukayode A. Ramos
Olukayode A. Ramos
Chairman and CEO

Attachment

Cc: Carol Bentley (Supra Telecom)
Mark Buechele (Supra Telecom)
Wayne Stavanja (Supra Telecom)
Maxine Alagar (BellSouth)
Karen Bates (BellSouth)
Debra Harris (BellSouth)



BellSouth Telecommunications, Inc.

February 10,2000

Supra Telecommunications
2620 SW 27th Avenue
4th Floor
Miami, FL 33133

Attn: Carol Bentley

Faxed: 305-443-1078

Dear Ms. Bentley:

We have investigated your request for billing adjustments on the following account:

Account #	Amount Credited
305-Q82-2670	\$60,596.41
361-Q82-2670	\$ 1,224.3R
904-QH2-2670	\$ 45.26

Our records indicate that as of February 10, 2000, we have not received payment of \$103,945.51. If payment of this amount is not received by February 11,2000, requests for additional services will be refused.

If you have any questions, please call 1-800-773-4967 ext. 4553.

Thanks,
Debra Harris, Service Representative

Supra Telecom
Taxes Billed in Error

	9/2/97	10/2/97	11/2/97	12/2/97	1/2/98	2/22/98	Total
City - 305	4,138.15	7,203.73	2,967.38	2,178.29	1,806.93		18,294.48
County - 305	4,744.35	10,173.74	3,246.80	1,944.78	1,819.42		21,729.08
Federal - 305	4,393.48	8,598.82	3,025.36	2,062.88	1,713.95		19,794.48
Gross Receipts - 305						778.35	778.35
Subtotal 305	13,275.98	25,976.29	9,239.54	6,185.95	5,140.30	778.35	80,596.41
Interest on Dispute	3,757.73	7,077.08	2,420.09	1,555.78	1,239.61	179.72	16,229.90
Total 305	17,033.71	33,053.37	11,659.63	7,741.71	6,379.91	958.07	78,826.40
City - 561	128.58	290.90	202.37	191.89	58.69		572.43
County - 561	0.08	(0.23)	2.25	(0.60)	(2.14)		(0.64)
Federal - 561	59.45	155.81		92.21	22.28		329.75
Gross Receipts - 561						22.84	22.84
Subtotal 561	188.11	446.48	204.62	283.50	78.63	22.84	1,224.38
Interest on Dispute	53.24	121.64	53.60	71.30	19.01	5.27	324.06
Total 561	241.35	568.12	258.22	354.80	97.64	28.11	1,548.44
City - 904			2.10	1.77	1.46		5.33
County - 904	23.34	0.90					24.24
Federal - 904	12.26	0.39	1.05	0.86	0.74		15.30
Gross Receipts - 904						0.39	0.39
Subtotal 904	35.60	1.29	3.15	2.63	2.20	0.39	45.28
Interest on Dispute	10.08	0.35	0.83	0.66	0.53	0.09	12.54
Total 904	45.68	1.64	3.98	3.29	2.73	0.48	57.80
Grand Total	\$17,320.74	\$33,623.13	\$11,921.83	\$8,099.80	\$8,480.48	\$986.66	\$78,432.64
Interest @	10%						
Number of Months	28	27	26	25	24	23	

2/7/00

Supra Telecom

Fax: (305) 441-9318
2620 S.W. 27th Avenue
Miami, FL 33133
www.stis.com

February 7, 2000

Karen Bates
Billing Disputes
BellSouth
600N. 19th Street
15th Floor
Birmingham, AL 35203

Dear Ms. Bates:

I received a voice mail message today from Debra Harris of BellSouth. She indicated that our dispute regarding erroneously collected taxes has been approved. However, she asked that I break down the dispute by billing account number. I have done that and I have also added the interest charges that are due Supra Telecom on the approved dispute.

further in Ms. Harris' message, she indicated that there remained outstanding balances for Supra Telecom that must be paid in full by tomorrow in order to avoid having our service shut off. May I point out to you that we have an additional billing dispute that was sent to Maxine Alagar on December 20, 1999 in the amount of \$306,559.94. I have attached a copy of all documents associated with that claim, with the exception of the detailed report showing each line item. As the detail report is very voluminous, I will wait to hear from you before sending it (I had included the detail with the original claim).

Until this additional dispute is resolved we will continue to withhold payment until such time as our balance exceeds the claimed amount. Please feel free to contact me on my direct line at 305-476-4284 if you should need clarification on any of these matters.

Sincerely,
Carol Bentley
CFO

CC:
Maxine Alagar, Manager LSC
Debra Harris, Customer Service
Wayne Stavanja – VP (Regulatory Relations)

BILLING ADJUSTMENT INVESTIGATION REQUEST

Date: 12/20/1999 CLEC Tracking No: _____

To: Maxine Alagar BST Tracking No: _____

We believe that a billing error appears on the following account:

CLEC Name: STIS, Inc. Q Account No: 305Q8822610670

End User No: _____ Circuit No: _____

Amount Disputed \$306,559.94 # of End Users Affected _____

Amt. With-Held from Bill \$306,559.94 Affected Bill Date 12/2/1999

Reason Amount is in question: _____

Supra Telecom has adopted a new interconnectio agreement with BellSouth. Per the agreement, terms of the contract are retroactive to the beginning of our relationship. The new contract does not provide for BellSouth to bill Supra Telecom

for End User Common Line charges or FCC Access charges. In addition, the contract has no provision for BellSouth to bill Supra Telecom for processing changes in service nor charges for unauthorized local service changes and reconnections.

Attached, please find two reports; 1) FCC Access charges pulled from the monthly bills in the USOC Summary section. The affected USOCs are 92r, LNFCX, LNPCP, 9LM,9LA, 9ZEPR and 9ZEBR. 2) Charges for Processing Changes in Service and Charges for Unauthorized Local Service Changes and Reconnections pulled from the monthly bills by line number. Included both summary and detail data.

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If you have any questions or need clarification, you may contact

Name: Carol Bentley
Telephone: 1-305-476-4284
Fax: 305-443-1078

EFT AT&T will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to AT&T with only one address to which such payments shall be rendered. In the event AT&T receives multiple bills from BellSouth which are payable on the same date. AT&T may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

14 Billing Disputes

14.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. The Parties shall replicate the bill closure procedures set forth in the Access Billing Supplier Quality Certification Operating Agreement. A mutually agreed upon escalation process similar to what is used for CABS billing will be established for the CRIS resale bill as part of the quality assurance program developed pursuant to Section 12 of this Attachment 6. In the interim, in the event of a billing dispute, the process described in Exhibit B to this Attachment shall be followed. Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit as described in Section 11 of the General Terms and Conditions of this Agreement. Closure will take place within Three (3) months of the Bill Date. The month being closed represents those charges that were billed or should have been billed by the respective Bill Date. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

- 14.1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.
- 14.1.2 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 14.1.3 If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the procedures set

with in the Section 16 of the General Terms and Conditions of this Agreement and Attachment 1

- 14.2 If a Party disputes a charges and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event however, shall any late payment charges be assessed on any previously assessed late payment charges.

15. Late Payment Charges

If either Party fails to remit payment for any charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (1) one and one-half percent (1 ½%) per month or (i) the highest interest rate in decimal value which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

16. Adjustments

Subject to the terms of this Attachment, BellSouth will reimburse AT&T for incorrect billing charges: overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof, ordered or requested: Local Services, Elements, or Combination thereof, of poor quality; and installation problems if caused by BellSouth. Such reimbursement shall be set forth in the appropriate section of the CABS bill pursuant to CABS, standards.

FL4/2/97



Legal & Regulatory
Telephone: (305) 443-3710
Fax: (305) 441-9318
2620 S. W. 27th Avenue
Miami, FL 33133
www.stis.com

March 11, 2000

Shirley Flemming
BellSouth Network & Carrier Services
600 North 19th Street
Birmingham, AL 35203

RE: Billing Dispute – BST Tracking Number 20934 - \$306,559.94

Ms. Flemming:

This letter serves to document our discussions during a conference call held on February 23, 2000 between BellSouth and Supra Telecom. In attendance for the call were Mr. Kay Ramos and Ms. Carol Bentley of Supra Telecom and Ms. Karen Bates and Ms. Shirley Flemming of BellSouth.

Supra Telecom has defined the dispute in two categories: 1) FCC Access charges and 2) Charges for Processing Changes Services and Charges for Unauthorized Local Service Changes and Reconnections. BellSouth offered arguments against disputed items in four categories: 1) FCC Access Charges, 2) FCC LNP Charges, 3) Charges for Processing Changes in Service and 4) Charges for Unauthorized Local Service Changes and Reconnections. Any further discussion will refer to the disputed items in terms of the four categories offered by BellSouth, however, both items 1 and 2 may also be referred to as "End User Common Line Charges".

BellSouth offered as evidence against disputed items one and two, the FCC Tariff number one which refers to USOCs and tariffs for End User Common Line Charges. Supra Telecom counters this evidence with the words of Federal Regulations (CFR) Title 47, Volume 3, part 51, section 51.617, paragraph b, which states:

When an incumbent LEC provides telephone exchange service to a requesting carrier at wholesale rates for resale, the incumbent LEC shall continue to assess the interstate access charges provided in part 69 of this chapter, other than the end user common line charge, upon interexchange carriers that use the incumbent LEC's facilities to provide interstate or international telecommunications services to the interexchange carriers; subscribers.

Since Supra Telecom is registered as an acting as an interexchange carrier, these charges are inappropriate. In this scenario, the FCC has characterized this type of charge as "double dipping". As such, Supra Telecom stands by disputed amounts categorized as "End User Common Line Charges".

BellSouth offered as evidence against disputed item number three, the General Subscriber Service Tariff sections A4.2 and A4.3. This tariff describes charges that apply to changes in end user services such as adding or rearranging features or lines. Nowhere in this tariff, does it describe changing an end user's local exchange carrier as being a "change in service". As such, Supra Telecom stands by its dispute for amounts categorized as "Charges for Processing Changes in Service".

BellSouth offered as evidence against disputed item number four, the FCC Tariff Number One, Section 13.3.3, part c, paragraph 2, which states:

When an end user or location provider or its authorized agent denies requesting a change in IC subscription, as submitted by an IC, and the IC is unable to produce proof of verification, the IC will be assessed an unauthorized subscription change charge, as applicable, to correct the unauthorized change.

Clearly, this refers to unauthorized changes to end users' long distance carries. As such, Supra Telecom stands by its dispute for amounts categorized as "Charges for Unauthorized Local Service Changes and Reconnections".

Please provide approval for this dispute, totaling \$305,559.94. When approval is received, Supra Telecom will assess interest charges per our interconnection agreement at a rate of 1.5% per month, compounded daily. At that time Supra Telecom will provide BellSouth with instructions for remitting funds via wire transfer to our account.

Please don't hesitate to contact me, should you require additional information.

Sincerely,
Carol Bentley

Carol Bentley
CFO

Cc: Karen Bates - BellSouth

ERT#53/03140001.doc



**Supra
Telecom**

Phone: (305) 443-3710
Fax: (305) 411-9318
2620 S. W. 27th Avenue
Miami, FL 33133
www.stis.com

March 11, 2000

Ms. Karen Bates
BellSouth Network & Carrier Services
600 North 19th Street
Birmingham, AL 35203

Dear Ms. Bates

Supra Telecom is in receipt of a BellSouth CLEC billing Adjustment Response applied to our accounts, 561-Q82-2670, 904-Q82-2670 and 305-Q82-2670 in the amount of \$ 62,794.05. This adjustment is pursuant to our original dispute in the amount of \$51,868.05. The revised adjustment was sent with the intention to include interest charges relating to the original dispute.

Per our interconnection agreement, attachment 6, section 14.2 states:

If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute.

Furthermore, attachment 6, section 15 states:

The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (I) one and one-half percent (1 ½%) per month or (II) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made.

The total interest credited by BellSouth is \$928.00 which represents 1.5% of the total dispute. While the monthly interest rate BellSouth has used incorrect, the number of months the interest should apply to is not correct. Furthermore, the contract calls for compounding of the interest on a daily basis.

Supra Telecom calculates the total interest due as of March 2, 2000 as \$33,080.01. I have attached detailed interest calculation schedules for each of the billing account numbers and for each month for which there is a dispute. The total amount due Supra Telecom as of March 2, 2000 is \$94,946.06.

Supra Telecom has additional disputes on filed in excess of \$300,000 and as such, we show a credit balance for our account in excess of \$200,000. In order to avoid additional interest charges, please remit \$94,946.06, immediately via wire transfer to our account using the following wire transfer instructions:

Union Planters, Coral Gables, FL
Account Number: 1750019620
Routing/Transit Number: 084000084

Please feel free to contact me should you need further instructions.

Sincerely,

Signed: **Carol Bentley**
Carol Bentley
CFO

Attachments
cc: Shirley Flemming

**Supra Telecom
Taxes Billed In Error**

	9/2/97	10/2/97	11/2/97	12/2/97	1/2/98	2/2/98	Total
City - 305	4,138.15	7,203.73	2,967.38	2,178.29	1,806.93		18,294.48
County - 305	4,744.35	10,173.74	3,246.80	1,944.78	1,619.42		21,729.09
Federal - 305	4,393.48	8,598.82	3,025.36	2,062.88	1,713.95		19,794.49
Gross Receipts - 305						778.35	778.35
Subtotal 305	13,275.98	25,976.29	9,239.54	6,185.95	5,140.30	778.35	60,596.41
Interest on Dispute	7,542.60	14,151.79	4,821.23	3,087.75	2,451.08	354.05	32,408.50
Total 305	20,818.58	40,126.06	14,060.77	9,273.70	7,591.38	1,132.40	93,004.91
City - 561	128.58	290.90	202.37	191.89	58.69		872.43
County - 561	0.06	(0.23)	2.25	(0.60)	(2.14)		(0.64)
Federal - 561	58.45	155.81		92.21	22.28		329.75
Gross Receipts - 561						22.84	22.84
Subtotal 561	188.11	446.48	204.62	283.50	78.83	22.84	1,224.38
Interest on Dispute	106.84	243.26	106.76	141.53	37.57	10.41	646.37
Total 561	294.95	689.74	311.38	425.03	116.40	33.25	1,870.75
City - 904			2.10	1.77	1.46		5.33
County - 904	23.34	0.90					24.24
Federal - 904	12.26	0.38	1.05	0.86	0.74		15.30
Gross Receipts - 9-4						0.39	0.39
Subtotal 904	35.60	1.29	3.15	2.63	2.20	0.39	45.26
Interest on Dispute	20.21	0.68	1.65	1.30	1.05	0.25	25.14
Total 904	55.81	1.97	4.80	3.93	3.25	0.64	70.40
Grand Total	\$21,169.34	\$40,819.79	\$14,376.95	\$9,702.66	\$7,711.03	\$1,166.29	\$94,946.06
Interest @ 18%							
Number of Months	28	26	26	25	24	23	

3/11/00

Retyped for electronic transmission

Supra Telecom

From the Desk of:
Carol Bentley
Chief Financial Officer
Direct Line: (305) 476-4284
Email: www.cbentley@stis.

March 22, 2000

Lynn Smith
AVP Operations
BellSouth
600 N 19th Street - 12th Floor
Birmingham, AL 36203

RE: Billing Dispute - BST Tracking Number 20934 - \$306,559.94

Dear Ms. Smith,

On December 20, 1999 I filed a billing dispute with your company in the amount of \$306,559.94 (see attached copy). I have had several phone conversations and traded correspondence with Ms. Debra Harris, Ms. Karen Bates and Ms. Shirley Flemming. Our two companies have been unable to resolve this dispute to date.

Per our interconnection agreement, Supra Telecom is to escalate this billing dispute to the next level of management within BellSouth. Ms. Shirley Flemming informed me that you are the person to whom I should refer this dispute. If this is not the case, please let me know to whom I should refer our dispute.

My last conversation with BellSouth regarding this matter was on March 14, 2000 and was a phone call with Ms. Shirley Flemming. Ms. Flemming told me that she had reviewed our supporting documentation, but felt that she still could not approve a billing adjustment. When I asked her to provide an explanation she said that she "just felt that the charges were correct as billed". In other words, she could not substantiate her position.

I ask that you review our file and schedule a conference call with me at your earliest convenience. Ms. Flemming indicated she would forward the documents to you. I have included with this letter, a copy of the billing dispute and a copy of my last written correspondence with Ms. Flemming. This last letter clearly states our position on the billing dispute.

I look forward to hearing from you so that we may resolve this matter quickly.

Sincerely,

Carol Bentley
Carol Bentley

Cc: Pat Finlen - BellSouth
Shirley Flemming - BellSouth

ERT#53/03280005.doc

Corporate Headquarters: 2620 SW 27th Ave. Miami, FL 33133-3005 (305) 476-4284
Executive Office Fax: (305) 443-1078 Web Site: www.stis.com

March 30, 2000

Ms. Carol Bentley
Chief Financial Officer
Supra Telecom
2620 S. W. 27th Avenue
Miami, FL 33133

Dear Ms. Bentley:

This is in response to letters from Supra Telecommunications dated December 20, 1999, February 10, 2000, two letters dated March 11, 2000 and to your letter of March 22, 2000, regarding the same subjects. The subjects include: a billing dispute regarding charges for changes in service (for both authorized changes as well as the charges for unauthorized changes in service), end user common line charges and a request for an adjustment (to include interest) for taxes billed to Supra. It is BellSouth's understanding that Supra has based its disputes primarily on the rationale that if a service is not included in the BellSouth/Supra Interconnection Agreement, BellSouth is not authorized to charge for services that Supra orders from BellSouth's General Subscribers Services Tariff (GSST) and FCC Tariff No. 1. BellSouth has thoroughly investigated the disputes covered in these letters with the following findings.

First, BellSouth believes that it has appropriately charged Supra for services Supra ordered from BellSouth's GSST, Private Line and FCC tariffs. Supra's October 23, 1997 Interconnection Agreement clearly states, on Page 2 of Attachment 7, that "any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth." Furthermore, that Agreement states that "Pursuant to 47 CFR Section 51.617, BellSouth will bill Supra Telecommunications and Information Systems, Inc. end user common line charges identical to the end user common line charges BellSouth bills its end users." In addition, Section III of the June 1, 1997 Resale Agreement provides that Supra "may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Services Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein." Even after Supra signed its new contract (AT&T Adoption), which was effective October 5, 1999, the only services that Supra ordered were under the Resale provisions of the Agreement. These services are, and always have been, ordered from the GSST and/or Private Line Tariffs. It is illogical for Supra to order discounted services out of the GSST and Private Line tariffs and believe that the related terms and conditions of those tariffs do not apply, i.e., that Supra will get the services for free.

Furthermore, the Interconnection and Resale Agreement between Supra and BellSouth represent contracts governing local interconnection and resale of local services. It stands to reason that Interstate access and related services are not addressed in detail in a contract dedicated to local service, and are appropriately addressed by the FCC No. 1 Tariff.

E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

F. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.

G. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

H. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

I. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.

J. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

K. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

L. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.

M. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

N. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.

O. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;
3. Impair the privacy of any communications; or

4. Create hazards to any employees or the public.

P. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Reseller.

Q. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

R. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

S. BellSouth will provide customer record information to the Reseller provided the Reseller has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, telephone or by electronic interface. BellSouth will provide customer record information via US mail, fax or telephone on an interim basis only.

Reseller agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Reseller. Reseller will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

T. BellSouth's retail voice mail service shall be available for resale at rates, terms and conditions as mutually agreed to by the parties.

IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone

Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

4. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest shall be at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

6. The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditor's on a reasonable basis. The Company shall bear the cost of said audit.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. Reseller may resell services only within the specific resale service area as defined in its certificate.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. Maintenance of Services

A. Reseller will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

- C. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- D. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- I. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.
- D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.
- E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41

G. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

H. Such deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

K. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

L. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Pursuant to 47 CFR Section 51.617, the Company will bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

Monthly Rate

1.	Residential (a) Each Individual Line or Trunk	\$3.50
2.	Single Line Business (b) Each Individual Line or Trunk	\$3.50
3.	Multi-line Business (c) Each Individual Line or Trunk	\$6.00

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.
4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by

the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Reseller is solely responsible for notifying the end user of the proposed disconnection of the service.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable

attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller.

C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.
2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller.
3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller.

X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the applicable state Public Service 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 that Public Service Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Governing Law

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.

XV. Arm's Length Negotiations

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

XVI. More Favorable Provisions

A. The parties agree that if ---

1. the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or

2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Resale Agreement") which provides for the provision within the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee of any of the arrangements covered by this Agreement upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), BellSouth shall be deemed thereby to have offered such other Resale

Agreement to Reseller in its entirety. In the event that Reseller accepts such offer, such Other Terms shall be effective between BellSouth and Reseller as of the date on which Reseller accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or the Commission enters an order (a "Resale Order") requiring BellSouth to provide within the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee any of the arrangements covered by this agreement upon Other Terms, then upon such Resale Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Reseller upon such Other Terms, in their entirety, which Reseller may only accept in their entirety, as provided in Section XVI.E. In the event that Reseller accepts such offer, such Other Terms shall be effective between BellSouth and Reseller as of the date on which Reseller accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate tariffs (each, a "Resale Tariff") offering to provide within the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee any of the arrangements covered by this Agreement upon Other Terms, then upon such Resale Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Reseller upon such Other Terms, which Reseller may accept as provided in Section XVI.E. In the event that Reseller accepts such offer, such Other Terms shall be effective between BellSouth and Reseller as of the date on which Reseller accepts such offer.

E. The terms of this Agreement, other than those affected by the Other Terms accepted by Reseller, shall remain in full force and effect.

F. **Corrective Payment.** In the event that --

1. BellSouth and Reseller revise this Agreement pursuant to Section XVI.A, or

2. Reseller accepts a deemed offer of an Other Resale Agreement or Other Terms, then BellSouth or Reseller, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or Reseller accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

XVII. Notices

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

BellSouth Telecommunications, Inc.

Reseller

OLEC Account Team
3535 Colonnade Parkway, Room E4E1
Birmingham, AL 35243

O.A. Ramos
269 Giralda Avenue
Suite 203
Coral Gables, FL 33134

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XVIII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XIX. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and 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.

BellSouth Telecommunications, Inc.

Reseller

BY: _____
Signature

BY: _____
Signature

NAME: _____
Printed Name

NAME: _____
Printed Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT "A"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

<u>STATE</u>	<u>RESIDENCE</u>	<u>DISCOUNT</u>	<u>BUSINESS</u>
ALABAMA	17%		17%
FLORIDA	21.83%		16.81%
GEORGIA	20.3%		17.3%
KENTUCKY	16.79%		15.54%
LOUISIANA*	20.72%		20.72%
MISSISSIPPI	15.75%		15.75%
NORTH CAROLINA	21.5%		17.6%
SOUTH CAROLINA	14.8%		14.8%
TENNESSEE**	16%		16%

* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1996.

** The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.

EXHIBIT B

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	No	Yes	Yes	Yes	No	Yes	No	Yes	No
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	No	Yes	Yes	Yes	No	Yes	Yes
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
4 Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Additional Comments:

- 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 end users who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services.
- 4 In Louisiana and Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order will not be eligible for resale.
- 5 In North Carolina, only those Contract Service Arrangements entered into after April 15, 1997 will be available for resale.



BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-2
Page 1 of 1

Phone: (305) 443 - 3710
Fax: (305) 443 - 1678
P.O. Box 1441223
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

Supra Telecom & Information Systems, Inc.

John Reinke
269 Giralda Ave, Suite 203
Coral Gables, FL 33134

October 20, 1997

Gregg Beck
Interconnection Services
675 W Peachtree St. NE
34S91
Atlanta, GA 30375

Dear Mr. Beck:

This is a follow up to our application for Local Interconnection Agreement sent on 10/17/97. Please let me know if you have received it and how the process is coming along. As this is vital for the forward movement of our company. You can reach me at 305-443-3710, ext. 240.

Sincerely,

John Reinke
V-P Engineering

cc: O. A. Ramos

Enclosure

October 20, 1997

VIA FEDERAL EXPRESS

Supra Telecommunications and Information Systems, Inc.
269 Jiralda Avenue
Coral Gables, FL 33134

Dear Mr. Ramos:

Thank you for your request to negotiate the provisions for local interconnection. BellSouth would be pleased to enter into negotiations with Supra Telecommunications & Information Systems, Inc. with the intent of developing a mutually acceptable agreement for these services. BellSouth is currently negotiating with many companies in this regard, and has successfully negotiated agreements with over one hundred carriers.

As such, enclosed for your review is a copy of BellSouth's Standard Interconnection Agreement. This agreement should provide you with an understanding of the terms, conditions, and rates associated with the provision of BellSouth's local access services relative to local interconnection.

Once you have had the opportunity to review this document, please contact Pat Finlen to discuss any questions or comments you may have relative to the Interconnection Agreement. He can be reached on (404) 927-8389

Sincerely,

Jennette C. Fields
Manager-Interconnection Services

Enclosure

cc: Pat Finlen, Manager-Interconnection Services

MESSAGE

Dated: 10/21/97 at 17:01

Subject: Interconnection Agreement
Creator: Patrick Finlen /AL,BRHM08

Contents: 4

Item 1

FROM: Patrick C. Finlen /AL,BRHM08 (Undisplayable address parts)
TO: Kay Ramos /Internet (kayramos@supra.com)

BellSouth Telecommunications, Inc.
Fpsc Docket No. 001097-TP
Exhibit PCF-4
Page 1 of 1

Item 2

Mr. Ramos,

It was a pleasure talking with you this afternoon. As you requested attached is an electronic copy of a revised BellSouth Standard Interconnection Agreement. The revisions contained in the attached are:

- Attachment 1 (Resale) - Agreed to under separate agreement
- Attachment 4 (Collocation) - Agreed to under separate agreement
- ALEC-1 replaced with Supra Telecommunications and Information Systems, Inc.

The agreement is made up of numerous "WORD" files. These files have been compressed into one file in order to speed delivery to you via the Internet. The filename for the compressed file is AGREEMNT.ZIP. I've also enclosed a copy to PKUNZIP.EXE so you can un-compress the file. Once you've downloaded the files to your computer simply go to your DOS prompt and type C:[Drive Letter and location of where you downloaded the files]pkunzip *.zip. This will un-compress the file. You will have 24 files. One will be the compressed file, another will be the PKUNZIP.EXE file, and 22 "WORD" files which will be the agreement. The signature page is in the file called TERMCOND.DOC.

Once you have reviewed the documents please contact me so we can coordinate our signing's and prepare a package for filing with the Commissions.

Please call me should you have any problems uncompressing the files or have any further questions regarding the agreement. I can be reached at (404) 927-8389.

I look forward to speaking with you soon.

Sincerely,

Pat Finlen
Manager - Interconnection Services

Item 3

This item is of type PKZip archive and cannot be displayed as TEXT

Item 4

This item is of type BINARY FILE and cannot be displayed as TEXT

October 23, 1997

VIA FEDERAL EXPRESS

**Mr. Kay Ramos
Supra Telecommunications and Information Systems, Inc.
Suite 203
269 Giralda Avenue
Coral Gables, FL 33134**

Dear Mr. Ramos:

Enclosed herein for your review is an Interconnection Agreement between BellSouth and Supra Telecommunications and Information Systems, Inc. This agreement contains the terms, conditions, and rates associated with the provision of BellSouth's local access services relative to local interconnection in the BellSouth states, (i.e., Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Once you have had the opportunity to review this document, please sign the two enclosed signature pages and send them back to me in overnight mail. After I receive both signature pages I will have our representative sign the pages for BellSouth and send you an original page back to you for your files. BellSouth will then file the Agreement with the appropriate Public Service Commissions.

Please contact me to discuss any questions or comments you may have relative to the Agreement. I can be reached at (404) 927-8389.

Sincerely,

**Pat C. Finlen
Manager - Interconnection Services**

Enclosure

cc: Jerry Hendrix, Director-Interconnection Services



STIS

Supra Telecom & Information Systems, Inc.

1-800-443-3710

AUG 19 1998

Phone: (305) 443-3710
Fax: (305) 443-1078
2620 S.W. 27th Avenue
Miami, FL 33133
Email: sales@stis.com
www.stis.com

U.S. MAIL-REG. RELATIONS
TALLAHASSEE, FL

BellSouth Telecommunications, Inc
FPSC Docket No. 001097-TP
Exhibit PCF-6
Page 1 of 4

August 17, 1998

VIA FAX: (305) 577-4491

Nancy B. White, Esq.
and Mary Jo Peed, Esq.
c/o Ms. Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, Florida 32301

Dear Nancy and Mary Jo:

I wish to address several matters that are pending between Supra Telecommunications & Information Systems, Inc., and BellSouth Telecommunications, Inc., that need to be resolved.

1. Regarding the issue of Supra's desire to physically collocate in the North Dade Golden Glades and the West Palm Beach Gardens' central offices, it is Supra's position that there is adequate space for Supra to physically collocate its Class 5 switches and other necessary equipment. I would like to set up a meeting to discuss the results of the walk-throughs and the revised central office maps and Supra's specific desires regarding space in each of these central offices.

In addition, when you and I met a few weeks ago, you stated you would obtain specific information regarding any problems with meeting the Florida Public Service Commission's three month deadline for each of Supra's applications for physical collocation. We need to have specific information regarding whether BellSouth intends to meet the deadline for each application or exactly why the deadline cannot be met for each application.

2. Regarding the issue of what equipment Supra intends to physically collocate in the 17 BellSouth central offices that Supra has applied for, it is Supra's intention to physically collocate equipment that will provide information services as well as basic telecommunications services. The "information services" equipment that Supra intends to physically collocate includes equipment that can provide anything traditionally considered "information services," as well as anything considered an "enhanced service," Internet services, etc. The specific equipment has been identified on the physical collocation applications that have already been approved by BellSouth. It is Supra's position that the Telecommunications Act and the FCC's

REGULATORY-ATLA
MIAMI LEGAL

First Report and Order provide legal support for Supra's right to physically collocate this type of equipment in BellSouth's central offices. Supra would like an immediate clarification from BellSouth regarding whether BellSouth intends to object to any of Supra's equipment being physically collocated on the basis of any theory so that Supra may apply for a decision on this matter at the Florida Public Service Commission.

3. Regarding the issue of Supra's right to obtain combinations of unbundled network elements from BellSouth, it is Supra's position that Supra's interconnection agreement provides authority for Supra to obtain these combinations. The attached Section from Supra's interconnection agreement specifically provides Supra this right. To the extent BellSouth intends to rely on the fact that the version of the Interconnection Agreement filed by BellSouth with the Florida Public Service Commission does not include this particular section, Supra wishes to inform BellSouth that the draft agreement that Mr. Finlen provided Mr. Ramos and which Mr. Ramos signed immediately (according to Mr. Finlen's testimony), and that Mr. Finlen provided Supra by e-mail immediately prior to producing the final version for signing, included this provision. If there is a difference between the draft version agreed to and the version filed with the Commission (other than the removal of the Collocation and Resale Agreements which had been entered into separately and the insertion of Supra's name in appropriate spaces), Supra suggests that any such difference should not exist and BellSouth may wish to inquire internally as to how that might have happened.

Therefore, Supra would like to be informed immediately as to the prices for the combinations of unbundled network elements set out in Supra's Interconnection Agreement and the time frames in which they can be provided.

You will note that this letter is not being copied to the Commission Staff at this time to permit BellSouth and Supra the opportunity to work these matters out. However, this is a very narrow window of opportunity. If we do not hear from you on these issues within the next day or two, Supra will be forced to pursue relief at the Commission. Thank you for your attention to these matters.

Sincerely,



Suzanne F. Summerlin

SFS:ss

ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. **Introduction**
 - 1.1.1 BellSouth shall, upon request of Supra Telecommunications and Information Systems, Inc. , and to the extent technically feasible, provide to Supra Telecommunications and Information Systems, Inc. access to its unbundled network elements for the provision of Supra Telecommunications and Information Systems, Inc. 's telecommunications service.
 - 1.1.2 Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by CLEC itself or by any other vendor.
 - 1.1.3 CLEC may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.
 - 1.1.4 In all states of BellSouth's operation, when CLEC recombines unbundled Network Elements to create services identical to BellSouth's retail offerings, the prices charged to CLEC for the rebundled services shall be computed at BellSouth's retail price less the wholesale discount established by the Commission and offered under the same terms and conditions as BellSouth offers the service.
 - 1.1.5 CLEC will be deemed to be "recombining elements to create services identical to BellSouth's retail offerings" when the service offered by CLEC contains the functions, features and attributes of a retail offering that is the subject of property filed and approved BellSouth tariff. Services offered by CLEC shall not be considered identical when CLEC utilizes its own switching or other substantive functionality or capability in combination with unbundled Network Elements in order to produce a service offering. For example, CLEC's provisioning of purely ancillary functions or capabilities, such as Operator Services, Caller ID, Call Waiting, etc., in combination with unbundled Network Elements shall not constitute a "substantive functionality or capability" for purposes of determining whether CLEC is providing "services identical to BellSouth's retail offering."
2. **Unbundled Service Combinations (USC)**

- 2.1.1 Where BellSouth offers to Supra Telecommunications and Information Systems, Inc. , either through a negotiated arrangement or as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.
- 2.1.2 2-Wire Analog Loop with 2-Wire Analog Port - Residence
- 2.1.3 2-Wire Analog Loop with 2-Wire Analog Port - Business
- 2.1.4 2-Wire Analog Loop with 2-Wire Analog Port - PBX
- 2.1.5 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID
- 2.1.6 BellSouth will conform to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.
3. **Unbundled Loops**
- 3.1.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.
- 3.2 Definition
- 3.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF, DSX, LGX or DCS in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.
- 3.2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space. These cables and cross-connections are considered a separate element.
- 3.2.3 BST will offer voice loops in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or Engineering Information/circuit make-up data (EI). Since SL1 loops do not come standard with OC, these loops will be activated on the due date in the same manner and time frames that BST normally activates POTS-type loops for its customers.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Supra
Telecommunications and
Information Systems, Inc. to set
aside 2/3/98 order approving
resale, interconnection and
unbundling agreement with
BellSouth Telecommunications,
Inc., and to approve agreement
actually entered into by parties.

DOCKET NO. 981832-TP

In re: Petition of Supra
Telecommunications and
Information Systems, Inc. to
initiate investigation into
unfair practices of BellSouth
Telecommunications, Inc. in
negotiating agreements with
alternative local exchange
carriers (ALECs) and in filing
such agreements with the Florida
Public Service Commission.

DOCKET NO. 981833-TP
ORDER NO. PSC-99-1092-FOF-TP
ISSUED: June 1, 1999

The following Commissioners participated in the disposition of
this matter:

JOE GARCIA, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.

ORDER DENYING MOTIONS TO DISMISS OR
IN THE ALTERNATIVE, TO STRIKE PETITIONS AS SHAM

BY THE COMMISSION:

These dockets were opened upon the filing of two petitions by
Supra Telecommunications and Information Systems, Inc. (Supra) to:
(1) set aside Order Number PSC-98-0206-FOF-TP, issued February 3,
1998, approving a resale, interconnection and unbundling agreement
with BellSouth Telecommunications, Inc. (BellSouth) and approve the
agreement actually entered into by the parties; and (2) initiate an
investigation into unfair practices of BellSouth in negotiating

RECEIVED

JUN 01 1999

VIA FAX - REG. RELATIONS
TALLAHASSEE, FL

HQ REGULATORY-ATLA
MIAMI LEGAL

FAX FED KR

ORDER NO. PSC-99-1092-FOF-TP
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agreements with alternative local exchange carriers (ALECs) and in filing such agreements with this Commission. On February 1, 1999, BellSouth filed Motions to Dismiss, Or in the Alternative, to Dismiss Petitions as Sham. On April 16, 1999, BellSouth filed Supplements to Motion to Dismiss Supra's Petition.

The facts, as alleged by Supra and not disputed by BellSouth, are that Supra executed the first agreement received from BellSouth in October of 1997. Thereafter, BellSouth informed Supra that this agreement was a draft and that a modified agreement with certain specified changes, such as the addition of Supra's name to the contract, would be prepared. This "final" agreement was executed by Supra. BellSouth then submitted an agreement to the Commission for approval and an order approving the agreement was issued on February 3, 1998. However, the agreement submitted to the Commission for approval was not the same as the one executed by Supra.

Supra alleges that the agreement submitted by BellSouth included amended attachments that Supra did not agree to and about which Supra was not informed. According to Supra, this substitution constitutes fraud or gross negligence on the part of BellSouth. It is BellSouth's position that the difference in the attachments was simply an error. However, if this is the case or if BellSouth is willing to make the correct substitutions, it is not clear why the parties have been unable to bring an amended agreement to the Commission for approval, nor is it clear why Supra is asking that the entire contract be replaced.

Supra's first petition, filed in Docket No. 981832-TP, seeks the following relief: (1) a hearing before the full Commission; (2) an investigation into BellSouth's contract practices; (3) a site visit to the Interconnection Department of BellSouth to determine which equipment was used to create the contracts in dispute; (4) a finding of fraud and gross negligence as well as violations of Section 251 and 252 of the Act by imposing unreasonable, discriminatory conditions and limitations on the provision of services; (5) to vacate the order approving the interconnection agreement with BellSouth; (6) to replace that agreement with the agreement filed by Supra with the complaint; (7) to inform other states of BellSouth's actions in entering into interconnection agreements; and (8) to reprimand BellSouth and impose monetary sanctions for failure to file the true interconnection, resale agreement.

Supra's other petition filed in Docket No. 981833-TP requests that this Commission conduct a hearing to fully investigate the change in the attachments to the agreement, what procedures are in place to prevent recurrence, and the extent this conduct and other

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abuses have been perpetuated against Supra and other ALECs. Supra requests the following relief: (1) a finding that gross negligence or willful fraud occurred; (2) the establishing of procedures for investigating BellSouth's contracting practices; (3) informing other states of BellSouth's actions in entering into interconnection agreements; (4) if fraud is proven, referral to Attorney General's Office for antitrust investigation; and (5) reprimand of BellSouth and imposition of monetary sanctions.

We believe that Supra's pleadings do not state causes of action on which this Commission may grant relief. In the pleading filed in Docket No. 981832-TP, Supra requests a full Commission hearing and an investigation, including a site visit with Supra to the "Interconnection Department of BellSouth." The purpose of the requested proceedings are to prevent agreements from being altered in the future and determining which computer was used to alter the agreement. The ultimate determination sought by Supra is a finding that BellSouth committed gross negligence or willful fraud when it substituted the attachments to Supra's agreement. We believe that we have the authority to set a matter for hearing and to fully investigate matters if they are within the Commission's jurisdiction. However, matters of contract fraud and gross negligence in contracts are matters for the courts, not this Commission. Our role in approving contracts between local exchange companies (LECs) and alternative local exchange companies (ALECs) is limited to matters related to the provision of competitive services, such as terms and conditions of interconnection and resale. The Commission has consistently declined to rule on more general contract matters, such as the content of a liability clause or the imposition of damages. See, Docket No. 960757-TP - Petition by Metropolitan Fiber Systems of Florida, Inc. for arbitration with BellSouth Telecommunications, Inc. concerning interconnection rates, terms, and conditions, pursuant to the Federal Telecommunications Act of 1996; Docket No. 960847-TP - Petition by AT&T Communications of the Southern States, Inc. for arbitration of certain terms and conditions of a proposed agreement with GTE Florida Incorporated concerning interconnection and resale under the Telecommunications Act of 1996; and Docket No. 960980-TP - Petition by MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc. for arbitration of certain terms and conditions of a proposed agreement with GTE Florida Incorporated concerning resale and interconnection under the Telecommunications Act of 1996. Accordingly, we decline to act on that portion of Supra's petitions that seeks a finding of fraud or gross negligence.

Supra also requests that Order No. PSC-98-0206-FOF-TP, issued February 3, 1998, be vacated. The above-cited order is the order approving BellSouth and Supra's agreement for resale,

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interconnection and unbundling. While the Commission may have such authority, absolutely nothing in the pleading explains why it would be appropriate to vacate the entire agreement. Supra also asks us to approve the agreement that it filed with the petition. Clearly, the Commission has the authority to approve or not approve the agreement. However, BellSouth states that the parties may have a disagreement as to the meaning of part of the agreement that was substituted. We believe that the parties should conclude their discussions and negotiations concerning the substitution of the attachments to the agreement and if they cannot reach an agreement on the terms to be amended to reflect the correct agreement, they may bring their dispute to the Commission for arbitration. We do not believe that vacating the previous order is appropriate.

Included in the relief sought in the first pleading (Docket No. 981832-TP) is Supra's request that this Commission contact all of the states in which BellSouth operates and inform them of BellSouth's conduct. The Commission can do this, but so can Supra. In fact, Supra filed the same complaints with the Georgia Commission. See, Georgia Public Service Commission Order issued March 16, 1999, in Dockets Nos. 8338-U and 10331-U. We believe that Supra is perfectly capable of bringing these issues to the attention of the other states, if it has not already done so.

Finally, Supra requests the imposition of a fine for BellSouth's violation of Section 364.07, Florida Statutes, by failing to file the true or correct agreement. The subject contract is a resale, interconnection and unbundling agreement entered into under Section 251 of the Act, not an "intrastate interexchange service contract" subject to the provisions of Section 364.07, Florida Statutes, as Supra argues. Thus, Supra's request that the Commission fine BellSouth for willful violation of Section 364.07, Florida Statutes, by failing to file the correct agreement, is not a request on which relief may be granted.

Based on the foregoing, we dismiss on our own motion the first petition, Petition of Supra to Set Aside 2/3/98 Order Approving Resale, Interconnection and Unbundling Agreement Between BellSouth Telecommunications and Supra Telecommunications; And to Approve Agreement Actually Entered Into By the Parties, for failure to state a cause of action on which relief may be granted. However, the parties are directed to bring a corrected agreement to the Commission at their earliest convenience and if the parties cannot agree on the corrections, the dispute as to those terms should be brought to this Commission for arbitration.

In the pleading in Docket No. 981833-TP, Supra seeks to have this Commission conduct a hearing and investigate Supra's allegation of gross negligence or fraud in contract actions with

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Supra and other ALECs. Similar to the first pleading, Supra requests a hearing and investigation, sanctions and notice to other states. In addition, if the Commission were to conclude that there was fraud, Supra requests that the matter be referred to the Attorney General's Office. As discussed above, the determination of fraud or gross negligence is a matter within the purview of the courts, not of this Commission. Further, we have had no indication from other ALECs that there is a problem with BellSouth's substituting attachments to contracts. This is so even though Supra sent a letter to 75 ALECs apprising them of this docket and encouraging them to check their agreements. Based on the foregoing and for the same reasons stated above in the discussion on Docket No. 981832-TP above, we also find it appropriate to dismiss this petition.

Further, because we dismiss Supra's pleadings on our own motion, BellSouth's Motions to Dismiss or in the Alternative, to Strike Supra's Petitions as Sham Pleadings, are moot.

CONCLUSION

Based on the foregoing, the Commission on its own motion hereby dismisses Supra's petitions without prejudice. We find that Supra has failed to file petitions on which the Commission may grant relief. The petitions shall be dismissed with leave for the parties to file a corrected copy of the agreement for approval, or a request for arbitration on the changed portions of the contract that remain in dispute.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that on our own motion, we dismiss the petitions filed by Supra Telecommunications and Information Systems, Inc., for failure to state a cause of action on which relief may be granted. It is further

ORDERED that the motions filed by BellSouth Telecommunications, Inc. are moot. It is further

ORDERED that these dockets shall remain open.

By ORDER of the Florida Public Service Commission this 1st day of June, 1999.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

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By: /s/ Kay Flynn
Kay Flynn, Chief
Bureau of Records

This is a facsimile copy. A signed
copy of the order may be obtained by
calling 1-850-413-6770.

(S E A L)

CB

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

EFFECTIVE: JULY 1, 2000

ACCESS SERVICE

4 - End User Access Service (Cont'd)

BellSouth Telecommunications, Inc.
FPC Docket No. 001097-TP
Exhibit PCF-8
Page 1 of 1

4.5 Payment Arrangements and Credit Allowances

(A) Minimum Period

The minimum period for which EUCL End User Access Service is provided to an end user and for which charges are applicable is the same as that in the General Subscriber Service Tariffs for the associated local telephone exchange service.

(B) Cancellation of Application

End User Access Service is cancelled when the order for the associated local telephone exchange service is cancelled. No cancellation charges apply.

(C) Changes to Orders

When changes are made to orders for the local telephone exchange service associated with End User Access Service, any necessary changes will be made for End User Access Service. No charges will apply.

(D) Allowance for Interruptions

When there is an interruption to an EUCL, requested End User Access Service and Federal Universal Service (FUS) credit allowances for interruptions will be provided as set forth for credit allowance for interruptions in 2.4.4 preceding. (C)

(E) Temporary Suspension of Service

When an end user temporarily suspends its local exchange service, which is associated with EUCL, one-half of the EUCL and FUS per month charge will be temporarily suspended for the time period the local exchange service is suspended. (C)

4.6 Rate Regulations

(A) End User Access Service and Federal Universal Service charges, as set forth in 4.7, following, will be billed to the end user subscriber of the associated local exchange service, including, where applicable, a reseller of the associated local exchange service, in which case the reseller shall be deemed an end user for purposes of application of such charges. Presubscribed Interexchange Carrier Charges (PICCs) may also apply as described in Section 3. (C)

(B) For each local exchange service provided as remote call forwarding residential service or remote call forwarding business service under the General Subscriber Service Tariffs, End User Access Service and Federal Universal Service charges do not apply. (C)

[Code of Federal Regulations]
[Title 47, Volume 3, Parts 40 to 69]
[Revised as of October 1, 2000]
From the U.S. Government Printing Office via GPO Access
[CITE: 47CFR51.617]

BellSouth Telecommunications, Inc.
FPC Docket No. 001097-TP
Exhibit PCF-9
Page 1 of 1

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TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION--(CONTINUED)

PART 51--INTERCONNECTION--Table of Contents

Subpart G--Resale

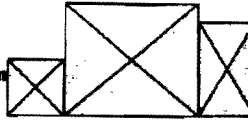
Sec. 51.617 Assessment of end user common line charge on resellers.

(a) Notwithstanding the provision in Sec. 69.104(a) of this chapter that the end user common line charge be assessed upon end users, an incumbent LEC shall assess this charge, and the charge for changing the designated primary interexchange carrier, upon requesting carriers that purchase telephone exchange service for resale. The specific end user common line charge to be assessed will depend upon the identity of the end user served by the requesting carrier.

(b) When an incumbent LEC provides telephone exchange service to a requesting carrier at wholesale rates for resale, the incumbent LEC shall continue to assess the interstate access charges provided in part 69 of this chapter, other than the end user common line charge, upon interexchange carriers that use the incumbent LEC's facilities to provide interstate or international telecommunications services to the interexchange carriers' subscribers.

Legal & Regulatory
Telephone: (305) 443-3710
Fax: (305) 441-9318
2620 S. W. 27th Avenue
Miami, FL 33133
www.stis.com

Retyped for Electronic Transmission



Supra

Telecom

March 11, 2000

Shirley Flemming
BellSouth Network & Carrier Services
600 North 19th Street
Birmingham, AL 35203

RE: Billing Dispute – BST Tracking Number 20934 - \$306,559.94

Ms. Flemming:

This letter serves to document our discussions during a conference call held on February 23, 2000 between BellSouth and Supra Telecom. In attendance for the call were Mr. Kay Ramos and Ms. Carol Bentley of Supra Telecom and Ms. Karen Bates and Ms. Shirley Flemming of BellSouth.

Supra Telecom has defined the dispute in two categories: 1) FCC Access charges and 2) Charges for Processing Changes Services and Charges for Unauthorized Local Service Changes and Reconnections. BellSouth offered arguments against disputed items in four categories: 1) FCC Access Charges, 2) FCC LNP Charges, 3) Charges for Processing Changes in Service and 4) Charges for Unauthorized Local Service Changes and Reconnections. Any further discussion will refer to the disputed items in terms of the four categories offered by BellSouth, however, both items 1 and 2 may also be referred to as "End User Common Line Charges".

BellSouth offered as evidence against disputed items one and two, the FCC Tariff number one which refers to USOCs and tariffs for End User Common Line Charges. Supra Telecom counters this evidence with the odds of Federal Regulations (CFR) Title 47. Volume 3, part 51, section 51.617, paragraph b, which states:

When an incumbent LEC provides telephone exchange service to a requesting carrier at wholesale rates for resale, the incumbent LEC shall continue to assess the interstate access charges provided in part 69 of this chapter, other than the end user common line charge. upon interexchange carriers that use the incumbent LEC's facilities to provide interstate or international telecommunications services to the interexchange carriers; subscribers.

Since Supra Telecom is registered as an acting as an interexchange carrier, these charges are inappropriate. In this scenario, the FCC has characterized this type of charge as "double dipping". As such, Supra Telecom stands by disputed amounts categorized as "End User Common Line Charges".

BellSouth offered as evidence against disputed item number three, the General Subscriber Service Tariff sections A4.2 and A4.3. This tariff describes charges that apply to changes in end

user services such as adding or rearranging features or lines. Nowhere in this tariff, does it describe changing an end user's local exchange carrier as being a "change in service". As such, Supra Telecom stands by its dispute for amounts categorized as "Charges for Processing Changes in Service".

BellSouth offered as evidence against disputed item number four, the FCC Tariff Number One, Section 13.3.3, part c, paragraph 2, which states:

When an end user or location provider or its authorized agent denies requesting a change in IC subscription, as submitted by an IC, and the IC is unable to produce proof of verification, the IC will be assessed an unauthorized subscription change charge, as applicable, to correct the unauthorized change.

Clearly, this refers to unauthorized changes to end users' long distance carries. As such, Supra Telecom stands by its dispute for amounts categorized as "Charges for Unauthorized Local Service Changes and Reconnections".

Please provide approval for this dispute, totaling \$305,559.94. When approval is received, Supra Telecom will assess interest charges per our interconnection agreement at a rate of 1.5% per month, compounded daily. At that time Supra Telecom will provide BellSouth with instructions for remitting funds via wire transfer to our account.

Please don't hesitate to contact me, should you require additional information.

Sincerely,

Carol Bentley

Carol Bentley
CFO

Cc: Karen Bates - BellSouth

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March 30, 2000

Ms. Carol Bentley
Chief Financial Officer
Supra Telecom
2620 S. W. 27th Avenue
Miami, FL 33133

Dear Ms. Bentley:

This is in response to letters from Supra Telecommunications dated December 20, 1999, February 10, 2000, two letters dated March 11, 2000 and to your letter of March 22, 2000, regarding the same subjects. The subjects include: a billing dispute regarding charges for changes in service (for both authorized changes as well as the charges for unauthorized changes in service), end user common line charges and a request for an adjustment (to include interest) for taxes billed to Supra. It is BellSouth's understanding that Supra has based its disputes primarily on the rationale that if a service is not included in the BellSouth/Supra Interconnection Agreement, BellSouth is not authorized to charge for services that Supra orders from BellSouth's General Subscribers Services Tariff (GSST) and FCC Tariff No. 1. BellSouth has thoroughly investigated the disputes covered in these letters with the following findings.

First, BellSouth believes that it has appropriately charged Supra for services Supra ordered from BellSouth's GSST, Private Line and FCC tariffs. Supra's October 23, 1997 Interconnection Agreement clearly states, on Page 2 of Attachment 7, that "any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth." Furthermore, that Agreement states that "Pursuant to 47 CFR Section 51.617, BellSouth will bill Supra Telecommunications and Information Systems, Inc. end user common line charges identical to the end user common line charges BellSouth bills its end users." In addition, Section III of the June 1, 1997 Resale Agreement provides that Supra "may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Services Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein." Even after Supra signed its new contract (AT&T Adoption), which was effective October 5, 1999, the only services that Supra ordered were under the Resale provisions of the Agreement. These services are, and always have been, ordered from the GSST and/or Private Line Tariffs. It is illogical for Supra to order discounted services out of the GSST and Private Line tariffs and believe that the related terms and conditions of those tariffs do not apply, i.e., that Supra will get the services for free.

Furthermore, the Interconnection and Resale Agreement between Supra and BellSouth represent contracts governing local interconnection and resale of local services. It stands to reason that Interstate access and related services are not addressed in detail in a contract dedicated to local service, and are appropriately addressed by the FCC No. 1 Tariff.

The following addresses each individual dispute, together with BellSouth's position regarding the dispute:

1. Charges for processing changes in service and unauthorized local service changes/reconnections.

Supra disputed \$33,352.94 for changes in service Supra admits it authorized. A total of \$48,917.69 was disputed for unauthorized change charges where the end user stated that it had not placed a request with Supra to switch its local service to Supra. This charge covers the cost of switching the end user back to the original local service provider. This dispute thus totals \$82,272.25 and covers billing for these charges from September 2, 1997 through December 2, 1999.

BellSouth believes that these change charges have been appropriately billed to Supra; therefore the dispute is denied. The charges for unauthorized changes are valid unless Supra is able to provide BellSouth with a Letter of Authorization from the end user.

2. End User Common Line Charges (EUCL). The USOCs applicable to the EUCL issue are 9ZR, 9LM, 9LA, 9ZEPR, 9ZEBR, LNPCX AND LNPCP.

Supra disputed \$224,287.79 for EUCL charges authorized by Supra.

Again, BellSouth believes that it has appropriately billed Supra for these services; therefore the dispute is denied. These charges are found in FCC Tariff No. 1, references 13.3.21 and 4.7.C & D. As requested, BellSouth has reviewed the code of Federal Regulations (CFR) Title 47, Volume 3, part 51, section 51.617, paragraph b and we agree that Supra Telecom is registered as an interexchange carrier; however, in this instance Supra Telecom is acting as a local service provider in the resale of local service, and therefore, the EUCL charges are appropriately billed. This dispute covers billing for these charges from September 2, 1997 through December 2, 1999.

3. Taxes

Supra disputed \$61,866.05 for taxes billed plus interest in the amount of \$33,080.01 for a total dispute in the amount of \$94,946.06. BellSouth applied tax credits, including interest credits to the following March 2, 2000 BANs:

305-Q82-2670	\$61,505.36
561-Q82-2670	1,242.75
904-Q82-2670	45.94
Total Adjustment	\$62,794.05

Supra's Interconnection Agreement in effect at the time Supra was billed taxes (September 1997 through February 1998) does not address interest payment by either of the parties. As acknowledged in your March 11, 2000 letter to Karen Bates, BellSouth credited Supra's March 2, 2000 accounts with \$928.00 interest credit. While BellSouth does not believe that it owes the additional interest credit requested by Supra, in order to resolve this issue, BellSouth is willing to credit Supra's April 2, 2000 accounts with the additional sum of \$32,152.01.

Finally, Supra is correct that the Interconnection Agreement between BellSouth and Supra does not permit BellSouth to refuse Supra's orders for non-payment of undisputed charges. BellSouth apologizes for this misunderstanding in its February 10, 2000 letter. BellSouth's records indicate that as of the date of this letter, Supra's outstanding balance due and payable is \$66,911.39. BellSouth would appreciate an immediate payment to clear this balance.

If you have additional questions, please contact me at 205-714-0010.

Very truly yours,

Lynn A. Smith
Operations Assistant Vice President



Retyped for electronic transmission



From the Desk of:
Carol Bentley
Chief Financial Officer
Direct Line: (305) 476-4284
Email : www.cbentley@stis.com

April 10, 2000

Pat Finlen
Room 34S92 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, GA 30375

Sent via FAX: 404-529-7839

Dear Mr. Finlen:

Supra Telecom has two outstanding billing disputes with BellSouth. The first dispute addresses taxes that were inappropriately billed. Supra Telecom followed the dispute resolution process outlined in our current interconnection agreement. BellSouth has approved this billing adjustment in the amount of \$61,866.05. BellSouth also approved an additional billing adjustment for interest incurred on the taxes in the amount of \$33,080.01. The total billing adjustment for this item is \$94,946.01. The interest was calculated through January 2, 2000. Since the funds have not been refunded to us yet, there is an additional interest charge for another three months.

The second billing adjustment request covers two areas, Other Charges and Credits, for \$82,272.25 and EUCL charges for \$224,287.79, for a total of \$306,559.94. Interest has not been calculated on this amount yet, but is estimated at about \$150,000.00.

In a letter from the office of BellSouth AVP Lynn Smith, dated March 30, 2000, our billing adjustment request is denied based on referrals to terms and conditions from a contract that is not in effect. The author of the letter does not dispute the material that we provided to substantiate our claim (in letter from Supra Telecom, dated March 11, 2000 addressed to Ms. Shirley Flemming, copy attached). The author summarily dismisses our claim on the basis of a contract that does not apply.

It would seem at this point, Supra Telecom and BellSouth need only agree upon which contract applies to our business relationship. Clearly, since we have adopted the AT&T Agreement, that is the relevant agreement.

Pat, as our BellSouth Lead Contract Negotiator, I need for you to resolve this matter immediately. As of this date, BellSouth is owing Supra Telecom in excess of \$550,000.00, of which \$94,946.06 has been approved. Supra Telecom hereby demands that the portion of the billing dispute that has been approved be immediately transferred via wire transfer

Corporate Headquarters: 2620 SW 27th Ave. ■ Miami FL. ■ (305) 476-4284 ■
Executive Office Fax: (305) 443-1078 ■ www.stis.com

• Page 2

April 10, 2000

to our account. Supra Telecom further demands that the remaining claim be resolved and refunded no later than Monday, April 17, 2000.

Sincerely,
Carol Bentley
Carol Bentley

cc: Claude Morton, BellSouth
Lynn Smith, BellSouth
Shirley Flemming, BellSouth
Olukayode A. Ramos, Supra Telecom
Mark E. Buechele, General Counsel for Supra Telecom

Attachments

ERT#53.04110002.doc



BellSouth Interconnection Services
1970 BellSouth Center
150 South Peachtree Street, N.E.
Atlanta, Georgia 30303

April 28, 2000

Ms. Carol Bentley
Chief Financial Officer
Supra Telecom and Information Systems, Inc.
2620 SW 27th Avenue
Miami, Florida 33133-3005

Dear Ms. Bentley:

This is in response to your April 10, 2000 letter concerning two billing disputes between our companies. You asked which contract should apply for our business relationship. The AT&T/BellSouth Interconnection Agreement, which Supra Telecom and Information Systems, Inc. (Supra) adopted October 5, 1999, is the contract that is in effect today. However, because your billing disputes are for the time period of September 1997 through and including December 1999, your former agreements are appropriate for addressing these billing disputes until the effective date that Supra adopted the AT&T Interconnection Agreement. The effective dates of the former agreements are June 1, 1997 through October 5, 1999 for your Resale Agreement and October 23, 1997 through October 5, 1999 for your Interconnection Agreement. On October 5, 1999 these agreements were replaced with your current Adoption Agreement. Therefore, the Resale Agreement and the original Interconnection Agreement shall apply to all billing in dispute that occurred between June 1, 1997 and October 4, 1999 and the Adopted AT&T Interconnection Agreement shall apply to all billing in dispute that occurred between October 5, 1999 and the present.

The first billing dispute regards taxes that were billed to Supra for services it purchased from BellSouth. As stated in Mr. Morton's letter of March 30, 2000, Supra has been credited \$61,866.05 on its March 2, 2000 billing from BellSouth. Supra was also given an additional adjustment to its April 2, 2000 billing for the amount of \$33,080.01, which was interest on the alleged incorrect billing of taxes. Your demand that BellSouth wire these monies to Supra after BellSouth has made billing adjustments to your accounts is inappropriate since the adjustment in the form of credits have already been applied. While BellSouth does not believe that it owes the additional interest credit requested by Supra, in order to resolve this issue, BellSouth is willing to credit Supra's May 2, 2000 accounts with the additional sum of \$928.00.

The second billing dispute covers two areas; billing of the End User Common Line Charge (EUCL) to Supra, and the billing of "Other Charges and Credits" (OCC) for resold services. The amount claimed by Supra as inappropriate billing is \$224,287.79 for the EUCL portion of the dispute and \$82,272.25 the OCC segment, which totals \$306,559.94. In addition to these monies you also claim that BellSouth owes Supra interest on this amount, which you estimate at about \$150,000.

As BellSouth has advised Supra on numerous occasions, the billing of the EUCL is appropriate. You are simply incorrect in asserting that because Supra also acts "as an interexchange carrier", that "these charges are inappropriate." Even though Supra may be acting as an interexchange carrier, Supra is providing local exchange service as an Alternative Local Exchange Carrier (ALEC) by reselling BellSouth's retail telecommunications services. As a local reseller, Supra is responsible for the payment of the EUCL charge to BellSouth. Section 4.6(A) of the BellSouth FCC Tariff No. 1 is very clear that resellers are responsible for payment of the EUCL. This section states:

End User Access Service charges, as set forth in 4.7, following, will be billed to the end user subscriber of the associated local exchange service, including, where applicable, a reseller of the associated local exchange service, in which case the reseller shall be deemed an end user for purposes of application of such charges. Presubscribed Interexchange Carrier Charges (PICCs) may also apply as described in Section 3. [Emphasis added]

Further, FCC rules require that resellers pay EUCL to the incumbent LEC (see C. F. R. Section 51.617(a)).

The next portion of your second billing dispute involves OCC that BellSouth has billed to Supra. These OC&C charges of \$33,352.94 are for changes in service that Supra has admitted it authorized, and \$49,917.69 billed to Supra for unauthorized change charges where end users have stated they were switched to Supra without their permission. BellSouth properly billed Supra this charge in order to recover its cost of switching the end user back to their appropriate local service provider.

BellSouth has thoroughly investigated these billing disputes and has found that Supra was appropriately billed. Therefore, these billing disputes are denied.

Carol, it has come to my attention that Supra is delinquent in the amount of \$101,386.45 for its Resale accounts. If payment of this amount is not received by May 15, 2000, BellSouth will no longer accept orders from Supra for additional services. If full payment, in available funds, of your regulated charges is not received by May 25, 2000, your end-users' services will be interrupted.

If your end-users' services are interrupted for non-payment of regulated charges, a restoral fee will apply for each end user's account upon restoral of service. This will be the only written notification you receive.

A breakdown of your past due charges are as follows:

305-Q82-2670	\$82,749.75
561-Q82-2670	\$12,549.87
904-Q82-260	\$ 1,086.83

Finally, I want to clarify Mr. Morton's letter dated March 30, 2000 concerning billing disputes. BellSouth's position in refusing to take Supra's orders is that we will not refuse to take orders for non-payment of disputed amounts, however for undisputed amounts, BellSouth maintains that it does have the right to refuse Supra's orders for non-payment of such charges.

Please call 1-800-872-3116 if you have any questions regarding the above amounts.

Sincerely,



Pat Finlen, Manager – Carrier Markets

Copy to: Nancy White, Esq.
Parkey Jordan, Esq
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Initiation of Show Cause DOCKET NO. 971527-TX
Proceedings against Supra ORDER NO. PSC-98-0279-PCO-TX
Telecommunications & Information ISSUED: February 12, 1998
Systems for violation of Rule
25-4.043, Florida Administrative
Code, Response to Commission
Staff Inquiries, and violation of
Rule 25-24.820, Revocation of a
Certificate .

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER TO SHOW CAUSE

**BY THE COMMISSION:
BACKGROUND**

Supra Telecommunications and Information Systems (Supra) was granted Alternative Local Exchange Certificate No. 4861 on June 21, 1997. On September 3, 1997, the Commission staff received two complaints alleging unauthorized switching of local telephone service. By October 21, 1997, there were 63 similar complaints. The complaints primarily involved unauthorized switching of local telephone services and misleading solicitation practices. As of January 8, 1998, the Commission reported 201 complaints relating to unauthorized switching by Supra. Additionally, Supra had failed to respond to Commission staff inquiries regarding the complaints.

Supra representatives met with staff and tendered a settlement proposal. Although, we are not approving the settlement proposal, we believe that Supra is ORDER NO. PSC-98-0279-PCO-TX DOCKET NO. 971527-TX PAGE 2 committed to resolving this matter based on its representations to our staff and to us at the January 20, 1998, Agenda Conference. At this time, however, Supra has not adequately resolved all outstanding customer complaints or provided sufficient responses to the Commission

regarding those complaints. We will, therefore, issue our show cause order at this time, with the understanding that we fully expect Supra to work with our staff to resolve all outstanding matters, including its solicitation practices.

SHOW CAUSE

Rule 25-4.043, *Florida Administrative Code*, Response to Commission Staff Inquiries, requires that, The necessary replies to inquiries propounded by the Commission's staff concerning service or other complaints received by the Commission shall be furnished in writing within fifteen (15) days from the date of the Commission inquiry. Supra either has failed to respond to or has responded in an untimely manner to numerous staff inquiries. Thus, we find that it appears that Supra has violated Rule 25-4.043, *Florida Administrative Code*.

Rule 25-24.820 (1)(a), *Florida Administrative Code*, provides for the revocation of a certificate for violation of the terms and conditions upon which the certificate was originally granted. Supra asserted in its application for certification that it possessed adequate managerial expertise to operate as an alternative local exchange carrier (ALEC.) We believe that the great number of complaints for alleged slamming and misleading solicitation violations received by this agency in a very short period of time constitutes evidence of an apparent lack of managerial capability to provide satisfactory ALEC service in Florida, an apparent violation of Rule 25-24.820(1)(a), *Florida Administrative Code*.

By Section 364.285, *Florida Statutes*, we are authorized to impose upon any entity subject to our jurisdiction a penalty of not more than \$25,000 for each day a violation continues, if such entity is found to have refused to comply with or to have willfully violated any lawful Commission rule or order, or any provision of Chapter 364, *Florida Statutes*. Utilities are charged with knowledge of our rules and statutes. Additionally, [i]t is a common maxim, familiar to all minds, that ignorance of the law will not excuse any person, either civilly or criminally. *Barlow v. United States*, 32 U.S. 404, 411 (1833). In Order No. 24306, issued April 1, 1991, in Docket No. 890216-TL, having found that the company had not intended to violate the rule, we nevertheless found it appropriate to order it to show cause why it should not be fined, stating that, In our view, willful implies intent to do an act, and this is distinct from intent to violate a rule.

We find that Supra's apparent conduct in unauthorized switching of local telecommunications services and failing to timely respond to staff inquiries has been willful in the sense intended by Section 364.285, ORDER NO. PSC-98-0279-PCO-TX DOCKET NO. 971527-TX PAGE 3 *Florida Statutes*, and thus, that conduct rises to a level warranting that a show cause order be issued. Therefore, we order Supra to show cause in writing within 20 days of the issuance of this Order why it should not be fined in the amount of \$55,500 for apparent violation of Rule 25-4.043, *Florida Administrative Code*, and \$402,000 for apparent violation of Rule 25-24.820(1)(a), *Florida Administrative Code*. Pursuant to Section 364.285, *Florida Statutes*, any payment of fines shall be forwarded to the Office of the Comptroller for deposit in the State General Revenue Fund.

Based on the foregoing, it is, therefore,

ORDERED by the Florida Public Service Commission that Supra Telecommunications & Information Systems shall show cause, in writing, within 20 days of the issuance of this Order why it should not be fined \$55,500 for apparent violation of Rule 25-4.043, *Florida Administrative Code*, and \$402,000 for apparent violation of Rule 25-24.820(1)(a), *Florida Administrative Code*, or have its Certificate No. 4861 cancelled. It is further

ORDERED that any response to the Order to Show Cause filed by Supra Telecommunications & Information Systems shall contain specific allegations of fact and law. It is further

ORDERED that any response to the Order to Show Cause shall be filed with the Director of the Division of Records and Reporting within 20 days of issuance of this Order. It is further

ORDERED that upon receipt of Supra Telecommunications & Information Systems response to the

and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on March 4, 1998.

Failure to respond within the time set forth above shall constitute an admission of all facts and a waiver of the right to a hearing pursuant to Rule 25-22.037(3), *Florida Administrative Code*, and a default pursuant to Rule 25-22.037(4), *Florida Administrative Code*. Such default shall be effective on the day subsequent to the above date.

If an adversely affected person fails to respond to this order within the time prescribed above, that party may request judicial review by the Florida Supreme Court in the case of any electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure.

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BELLSOUTH
TELECOMMUNICATIONS, INC.

GENERAL SUBSCRIBER SERVICE TARIFF

Second Revised Page 1
Cancels First Revised Page 1

FLORIDA
ISSUED: July 12, 1999
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: July 27, 1999

BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-15
Page 1 of 2

A4. SERVICE CHARGES

A4.1 Definitions

SERVICE CHARGE

Service Charge is a nonrecurring charge or charges applying to the ordering, installing, moving, changing, rearranging or furnishing of telecommunication services or facilities. Service Charges are categorized as:

- Line Connection Charge
- Line Change Charge
- Secondary Service Charge
- Premises Work Charge

Line Connection Charge (First Line and/or Additional Line) applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

Line Change Charge (First Line and/or Additional Line) applies per line to miscellaneous customer requested changes on existing service for, but not limited to, number change and suspend/restore.

Secondary Service Charge applies per customer request for the receiving, recording, and processing of customer requests to change services or add new or additional services.

Premises Work Charge is a nonrecurring charge based on the labor time and miscellaneous materials required to rearrange the drop wire, protector and/or network interface.

CUSTOMER REQUEST

The term "per customer request" as used in this section shall be defined as a customer request for service that is ordered at the same time to be provided on the same date, the same premises, the same system, and the same account.

NETWORK INTERFACE

The network interface is a FCC approved standard registration program jack which is used at the demarcation point as a means of connection between the telecommunications network and the customer's inside wire and/or equipment.

DEMARCATIION POINT

The point of demarcation and/or interconnection between Company communications facilities and the customer's terminal equipment, protective apparatus or wiring at a subscriber's premises.¹ Company-installed facilities at, or constituting, the demarcation point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules.

A4.2 Application of Charges

A4.2.1 General

- A. Except as provided hereinafter, the following are subject to service charges:
1. All classes of Basic Exchange Service
 2. ESSX-1 Service
 3. ESSX[®] service/Digital ESSX[®] service/MultiServ[®] service/MultiServ[®] PLUS service/BellSouth[®] Centrex service
 4. Centrex Service

Note 1: Premises is defined in Section A1. of this Tariff.

(C)

ISSUED: July 12, 1999
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: July 27, 1999

BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-15
Page 2 of 2

A4. SERVICE CHARGES

A4.2 Application of Charges (Cont'd)

A4.2.3 Line Change Charge Application (Cont'd)

- D. The Line Change Charge applies: (Cont'd)
2. For each change of station number for Centrex-CO, ESSX[®] service, Digital ESSX[®] service, MultiServ[®] service, MultiServ[®] PLUS service, and BellSouth[®] Centrex service and for each change in the operation of a NAR for ESSX-1. This charge is applicable in addition to the appropriate charge for station number changes when a change of basic exchange telephone number is requested coincident with a change of station number. (C)
 3. For each line or trunk, or for each NAR on ESSX-1 being restored after service is temporarily denied for nonpayment.
 4. For each line or trunk, for each NAR on ESSX-1 being temporarily suspended at the request of a customer.
 5. For changing from loop start to ground start and vice versa and for changing from a line to a trunk and vice versa, for changes in direction, etc.
 6. For changing from Foreign Central Office Service to home wire center and vice versa.

A4.2.4 Secondary Service Charge Application

- A. The Secondary Service Charge will not apply if a Line Connection Charge or Line Change Charge is applicable.
- B. The Secondary Service Charge applies for adding or rearranging:
1. Custom Calling Service
 2. Prestige[®] Communications service
 3. Grouping Service
 4. RingMaster[®] service
 5. TouchStar[®] service
 6. Customized Code Restriction
 7. Customer requested directory listing changes
 8. Remote Call Forwarding
 9. Other features or services for which the Line Connection Charge and Line Change Charge are not applicable.
- C. The Secondary Service Charge applies for:
1. Transfers of responsibility.
 2. Changing from residence to business service and vice versa. The business charge applies when changing to business and the residence charge applies when changing to residence. If the telephone number changes the Line Change Charge applies in lieu of the Secondary Service Charge.
 3. Rearrangement of drop wire, protector, and/or network interface. Additionally, Premises Work Charges will apply.
 4. Installing a Network Interface jack, at the customer's request, on existing service. Additionally, Premises Work Charges will apply.

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DOCKET NO. 980119-TP
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the Interconnection Agreement states that BellSouth has every right to expect payment for services rendered to Supra in a timely manner. The agreement also indicates that the payment will be due by the next bill date and is payable in immediately available funds. The witness further asserted that the agreement states that if payment is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Supra that additional applications for service will be refused and that any pending orders for service will not be completed unless payment is received fifteen days after the date of the notice.

Witness Finlen argued that BellSouth has not acted inappropriately or anticompetitively in its billing of charges to Supra. Witness Finlen also contended that Supra has not adhered to the requirements of its agreement regarding payment. The witness stated that Supra has failed to pay its bill in a timely manner on several occasions, and has a history of paying late and with funds that are not immediately available. Witness Finlen also testified that on several occasions Supra failed to keep payment arrangements to which it had committed.

Supra's witness Ramos responded that Supra has paid its bills to BellSouth in a prompt manner and has complied with the payment arrangements made with BellSouth in a timely manner. Furthermore, Supra witness Ramos argued that Supra has never issued a check with insufficient funds. While witness Ramos contended that BellSouth has a right to call the bank to determine if funds are available, he argued that he believes the burden lies with the issuer of the check to ensure that it is not returned.

DETERMINATION

Based on the evidence, it is apparent that, on occasion, Supra did not pay its bills to BellSouth in accordance with its agreement. Section VII of Supra's agreement with BellSouth governs payment and billing arrangements. Therefore, we hereby order Supra to pay all of its bills pursuant to the terms and conditions in its Agreements with BellSouth.

As for Supra's request that we require BellSouth, with a Commission staff person's oversight, to investigate Supra's billing dispute, we do not find that an additional investigation into Supra's billing disputes is necessary. Based on the record, Supra was asked to provide a breakdown of the overcharges, but failed to provide evidence to substantiate the refund amount it requests. In view of the lack of support for Supra's requested refund, we shall not require BellSouth to refund Supra \$686,512.96.

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bills its customers in advance. Witness Finlen also stated that this would require BellSouth to modify its billing systems to accommodate an additional way to bill for the same service.

DETERMINATION

Upon consideration, we find that BellSouth has properly applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra. As such, we shall not require BellSouth to modify its tariff, nor shall we require BellSouth to adjust its bills to Supra. Based upon the evidence, we do not find that the requested changes are warranted. [We note that the resale agreement between Supra and BellSouth specifically states that Supra may resell the tariffed local exchange services contained in BellSouth's tariff subject to the terms and conditions agreed upon in the resale agreement.]

V. BILLING AND PAYMENTS

In this section, we discuss whether the way that BellSouth has actually billed Supra is appropriate and whether Supra has paid its bills to BellSouth in a timely manner.

Supra's witness Ramos asserted that Supra has continuously tried to operate responsibly in its relationship with BellSouth. Witness Ramos testified that Supra has, however, had billing disputes with BellSouth since Supra initiated operations. Witness Ramos asserted that when Supra disputed its bill, BellSouth informed Supra that it would not consider adjustments to the bill. Instead, asserted the witness, BellSouth told Supra it would have to seek relief from us.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of interconnection, unbundling, and resale agreement between BellSouth Telecommunications, Inc. And Supra Telecommunications & Information Systems, pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 971555-TP
ORDER NO. PSC-98-0206-FOF-TP
ISSUED: February 3, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER APPROVING RESALE, INTERCONNECTION,
AND UNBUNDLING AGREEMENT

BY THE COMMISSION:

On November 24, 1997, BellSouth Telecommunications, Inc. (BellSouth) and Supra Telecommunications & Information Systems (Supra) filed a request for approval of a resale, interconnection, and unbundling agreement under the Telecommunications Act of 1996, 47 U.S.C. § 252(e) of the Telecommunications Act of 1996 (the Act). The agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 001097-TP EXHIBIT NO. 5
COMPANY/ Supra
WITNESS: _____
DATE: 1-3-01

DOCUMENT NUMBER-DATE
01724 FEB-3 88
FPCSC-FIELD OFFICE REPORTING

ORDER NO. PSC-98-0206-FOF-TP
DOCKET NO. 971555-TP
PAGE 2

This agreement covers a two-year period and governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement.

Upon review of the proposed agreement, we find that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. BellSouth and Supra must file any supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e). We note that approval of this agreement does not constitute a determination that BellSouth has met the requirements of Section 271 of the Telecommunications Act.


Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the resale, interconnection, and unbundling agreement between BellSouth Telecommunications, Inc. and Supra Telecommunications & Information Systems, Inc., as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission, this 3rd day of February, 1998.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

ALC

ORDER NO. PSC-98-0206-FOF-TP
DOCKET NO. 971555-TP
PAGE 3

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

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ATTACHMENT A

**INTERCONNECTION AGREEMENT
BETWEEN BELLSOUTH TELECOMMUNICATIONS INC.
AND Supra Telecommunications and Information Systems, Inc.**

10/6/97

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22. Headings of No Force or Effect
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- Attachment 11- Rates**

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Supra Telecommunications and Information Systems, Inc., a Florida corporation, and shall be deemed effective as of October 23, 1997. This agreement may refer to either BellSouth or Supra Telecommunications and Information Systems, Inc. or both as a "Party" or "Parties."

WITNESSETH

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

WHEREAS, Supra Telecommunications and Information Systems, Inc. is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Supra Telecommunications and Information Systems, Inc. agree as follows:

1. **Purpose**

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable Supra Telecommunications and Information Systems, Inc. to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that Supra Telecommunications and Information Systems, Inc. will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers

OLEC Account Team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Supra Telecommunications and Information Systems, Inc.

Kay Ramos
Suite 203
269 Giralda Avenue
Coral Gables, FL 33134

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

21. **Rule of Construction**

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

22. **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.

23. **Multiple Counterparts**

22. **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.

23. **Multiple Counterparts**

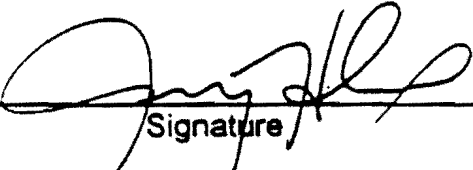
This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. **Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

BellSouth Telecommunications, Inc.



Signature

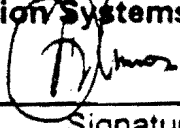
Director - Interconnection Services

Title

10/31/97

Date

Supra Telecommunications and Information Systems, Inc.



Signature

CEO

Title

10/27/97

Date

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Attachment 2

Unbundled Network Elements

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

- 1.1 BellSouth shall, upon request of Supra Telecommunications and Information Systems, Inc., and to the extent technically feasible, provide to Supra Telecommunications and Information Systems, Inc. access to its unbundled network elements for the provision of Supra Telecommunications and Information Systems, Inc.'s telecommunications service.
- 1.2 Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by Supra Telecommunications and Information Systems, Inc. itself or by any other vendor.
- 1.3 Supra Telecommunications and Information Systems, Inc. may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.
- 1.4 In all states of BellSouth's operation, when Supra Telecommunications and Information Systems, Inc. recombines unbundled Network Elements to create services identical to BellSouth's retail offerings, the prices charged to Supra Telecommunications and Information Systems, Inc. for the rebundled services shall be computed at BellSouth's retail price less the wholesale discount established by the Commission and offered under the same terms and conditions as BellSouth offers the service.
- 1.5 Supra Telecommunications and Information Systems, Inc. will be deemed to be "recombining elements to create services identical to BellSouth's retail offerings" when the service offered by Supra Telecommunications and Information Systems, Inc. contains the functions, features and attributes of a retail offering that is the subject of property filed and approved BellSouth tariff. Services offered by Supra Telecommunications and Information Systems, Inc. shall not be considered identical when Supra Telecommunications and Information Systems, Inc. utilizes its own switching or other substantive functionality or capability in combination with unbundled Network Elements in order to produce a service offering. For example, Supra Telecommunications and Information Systems, Inc.'s provisioning of purely ancillary functions or capabilities, such as Operator Services, Caller ID, Call Waiting, etc., in combination with unbundled Network Elements shall not constitute a "substantive functionality or capability" for purposes of determining whether Supra

Telecommunications and Information Systems, Inc. is providing "services identical to BellSouth's retail offering."

2. Unbundled Loops

- 2.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.
- 2.2 Definition
- 2.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF, DSX, LGX or DCS in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.
- 2.2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space. These cables and cross-connections are considered a separate element.
- 2.2.3 BST will offer voice loops in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or Engineering Information/circuit make-up data (EI). Since SL1 loops do not come standard with OC, these loops will be activated on the due date in the same manner and time frames that BST normally activates POTS-type loops for its customers.
- 2.2.4 The OC and EI features will be provided as chargeable options on SL1 loops. The OC feature will allow Supra Telecommunications and Information Systems, Inc. to coordinate the installation of the loop with the disconnect of an existing customers service and/or number portability service, whereby, the end-user would normally be out of service less than 15 minutes. In these cases, BST will perform the order conversion at its discretion during normal work hours.
- 2.2.5 SL2 loops will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
- 2.2.6 BST will offer digital loops as Service Level One elements. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
- 2.2.7 As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow Supra

Telecommunications and Information Systems, Inc. the ability to specify the time that the coordinated conversion takes place.

- 2.2.8 Supra Telecommunications and Information Systems, Inc. will be responsible for testing and isolating troubles on the unbundled loops. Once Supra Telecommunications and Information Systems, Inc. has isolated a trouble to the BST provided loop, Supra Telecommunications and Information Systems, Inc. will issue a trouble to BST on the loop. BST will take the actions necessary to repair the loop if a trouble actually exists. BST will repair these loops in the same time-frames that BST repairs loops to its customers.
- 2.2.9 If Supra Telecommunications and Information Systems, Inc. reports a trouble on SL1 loops and no trouble actually exists, BST will charge Supra Telecommunications and Information Systems, Inc. for any dispatching and testing (both inside and outside the CO) required by BST in order to confirm the loop's working status.
- 2.2.10 If Supra Telecommunications and Information Systems, Inc. reports a trouble on SL2 loops and no trouble actually exists, BST will charge Supra Telecommunications and Information Systems, Inc. for any dispatching and testing, (outside the CO) required by BST in order to confirm the loop's working status.
- 2.3 Technical Requirements
- 2.3.1 BST will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.
- 2.3.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.2.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Supra Telecommunications and Information Systems, Inc. will be consistent with industry standards.
- 2.3.1.2 In some instances, Supra Telecommunications and Information Systems, Inc. will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Supra Telecommunications and Information Systems, Inc. can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Supra Telecommunications and Information Systems, Inc. will determine the type of service that will be provided over

the loop. In some cases, Supra Telecommunications and Information Systems, Inc. may be required to pay additional charges for the removal of certain types of equipment.

- 2.3.2 The loop shall be provided to Supra Telecommunications and Information Systems, Inc. in accordance with the following Technical References:
 - 2.3.2.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
 - 2.3.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
 - 2.3.2.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
 - 2.3.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
 - 2.3.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.
 - 2.3.2.6 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
 - 2.3.2.7 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev.1, December 1993; Supplement 1, December 1993.
 - 2.3.2.8 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

3. Integrated Digital Loop Carriers

- 3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and BellSouth has an alternate facility available, BellSouth will make alternative arrangements to permit Supra Telecommunications and Information Systems, Inc. to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide Supra Telecommunications and Information Systems, Inc. with the capability to serve end users at the same level BellSouth provides its customers. If no alternate facility is available, BST will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Supra Telecommunications and Information Systems, Inc. will then have the option of paying the one-time SC rates to place the loop facilities or Supra

the loop. In some cases, Supra Telecommunications and Information Systems, Inc. may be required to pay additional charges for the removal of certain types of equipment.

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Attachment 9

Bona Fide Request Process

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BONA FIDE REQUEST PROCESS

- 1.0 **Bona Fide Requests are to be used when Supra Telecommunications and Information Systems, Inc. makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Telecommunications Act of 1996; or to provide a new or custom capability or function to meet Supra Telecommunications and Information Systems, Inc. 's business needs, referred to as a Business Opportunity Request (BOR). The BFR process is intended to facilitate the two way exchange of information between the requesting Party and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.**
- 1.1 **A Bona Fide Request shall be submitted in writing by Supra Telecommunications and Information Systems, Inc. and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a Supra Telecommunications and Information Systems, Inc. 's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to Supra Telecommunications and Information Systems, Inc. 's Account Executive.**

Attachment 10

Performance Measurements

PERFORMANCE MEASUREMENT

1. PERFORMANCE MEASUREMENT

- 1.1 BellSouth, in providing Services and Elements to Supra Telecommunications and Information Systems, Inc. pursuant to this Agreement, shall provide Supra Telecommunications and Information Systems, Inc. the same quality of service that BellSouth provides itself and its end-users. This Attachment 10 includes Supra Telecommunications and Information Systems, Inc.'s measurements for those requirements. The Parties have agreed to five (5) categories of Performance to be measured: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, e.g., LIDB and (5) Account Maintenance. Each category includes measurements which focus on timeliness, accuracy and quality. BellSouth shall measure the following activities to meet the goals provided herein.
- 1.2 Except as otherwise provided in this Attachment 10, BellSouth shall provide data on a monthly basis for each state and for the nine states served by BellSouth. The data shall be reported to Supra Telecommunications and Information Systems, Inc. in a mutually agreed upon format which will enable Supra Telecommunications and Information Systems, Inc. to compare BellSouth's performance for itself with respect to a specific measure to BellSouth's performance for Supra Telecommunications and Information Systems, Inc. for that same specific measure. BellSouth shall also provide the raw data used to calculate each measurement for Supra Telecommunications and Information Systems, Inc. as reasonably requested by Supra Telecommunications and Information Systems, Inc. For provisioning and maintenance, separate measurements shall be provided as follows:
- POTS/Non-Design
 - Residence - Dispatch Out/Non-Dispatch Out
 - Business - Dispatch Out/Non-Dispatch Out
 - UNE - Dispatch Out/Non-Dispatch Out
 - Local Interconnection/Trunking
 - Specials - Design Only
- 1.3 BellSouth and Supra Telecommunications and Information Systems, Inc. recognize that percentage target performance levels have not been provided for all measurements and that such targets for certain categories of performance will be required to improve performance, to maintain parity with that which BellSouth has obligated itself to provide

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under this Agreement, or to improve service as Supra Telecommunications and Information Systems, Inc. and BellSouth may mutually agree. BellSouth and Supra Telecommunications and Information Systems, Inc. agree to meet to discuss establishment of such targets quarterly, starting no later than ninety (90) days after actual performance occurs. Such targets will reflect a negotiated level of performance. Notwithstanding the foregoing, Supra Telecommunications and Information Systems, Inc. reserves its right to request targets that exceed parity. Such a request may require Supra Telecommunications and Information Systems, Inc. to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

2. PROVISIONING PERFORMANCE MEASUREMENTS

Provisioning performed by BellSouth will meet the following measurements:

- 2.1 **Desired Due Date:** Measures as a percent how often BellSouth is able to meet Supra Telecommunications and Information Systems, Inc. 's desired due date for provisioning Services, Elements, or Combinations. BellSouth has stated that it cannot provide this measurement at this time. The Parties agree to review BellSouth's ability to provide Desired Due Date within sixty days from execution of this Agreement. Until such time as BellSouth provides this measurement, BellSouth agrees to provide a range of intervals provided below that it represents are reflective of the time it takes to install Services, Elements, or Combinations. BellSouth shall measure and provide data on the performance intervals (for each of BellSouth and Supra Telecommunications and Information Systems, Inc. Customers) and the Parties agree to meet to review interval data to assess whether the intervals should be improved, within sixty days from execution of this Agreement. In addition, BellSouth and Supra Telecommunications and Information Systems, Inc. shall jointly develop within sixty days from execution of this Agreement, an audit plan that will provide data to demonstrate that the intervals provided by BellSouth to Supra Telecommunications and Information Systems, Inc. are at parity with those BellSouth provided itself or its end-users.

Service	Interval
INSTALLATION	
Lines/trunks with no premises visit	
<i>Business</i>	

under this Agreement, or to improve service as Supra Telecommunications and Information Systems, Inc. and BellSouth may mutually agree. BellSouth and Supra Telecommunications and Information Systems, Inc. agree to meet to discuss establishment of such targets quarterly, starting no later than ninety (90) days after actual performance occurs. Such targets will reflect a negotiated level of performance. Notwithstanding the foregoing, Supra Telecommunications and Information Systems, Inc. reserves its right to request targets that exceed parity. Such a request may require Supra Telecommunications and Information Systems, Inc. to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

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Service	Interval
INSTALLATION	
Lines/trunks with no premises visit	
Business	

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1-3 lines	≤ 2 business days*
4-15	≤ 4 business days*
Over 15 lines	AS NEGOTIATED
<i>Residential</i>	≤ 2 business days*
Lines/trunks with premises visit	

* Under normal business conditions

<i>Business</i>	
1-2 lines	2 business days*
3-5 lines	4 business days*
6-10 lines	6 business days*
11-15	9 business days*
Over 15 lines	AS NEGOTIATED
<i>Residential</i>	4 days*
Business lines/trunks; plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX®/Multi Serv (Centrex) ^(sm)	
New/To & From	AS NEGOTIATED
New features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED

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Unbundled Network Elements	
<i>Business or Residential</i>	The Parties agree to establish appropriate intervals for provisioning unbundled Network Elements within sixty days from execution of this Agreement.
FEATURE CHANGES	

• Under normal business conditions

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Orders received before 3:00pm	Completed on day of receipt
Orders received after 3:00pm	Completed before 5:00pm next business day
SERVICE DISCONNECTS	
With no premises visits	
<i>Business or Residential</i>	Within 24 hours after receipt of Service Order

2.2 Committed Due Date Met:

Measures as a percent the actual date service provisioned compared to the date service was scheduled to be provisioned.

Measurement:

$N = \frac{\text{Total Appointments Met}}{\text{Total Appointments Set}}$

$D = \text{Total Appointments Set}$

2.3 No Trouble Reported Within 30 Days of Order Completion:

Measures reliability of service provided to Supra Telecommunications and Information Systems, Inc. customers in first 30 days of service.

Measurement:

POTS: $N = \frac{\text{All troubles on service installed } \leq 30 \text{ days in a calendar month}}{\text{Installations in a calendar month}}$

$D = \text{Installations in a calendar month}$

Note: N and D are not the same order base.

Specials: $N = \frac{\text{Troubles on service installed } \leq 30 \text{ days}}{\text{Installations in a calendar month}}$

$D = \text{Installations in a calendar month}$

Note: N and D are in the same order base.

2.4 Firm Order Confirmation:

Measures the timeliness of receiving a validation that the service ordered will be provisioned.

Measurement:

$N = \frac{\text{Total Number of FOCs Sent for the segment of each 24 hour period}}{\text{Total Number of FOCs Sent in a 24 hour period}}$

$D = \text{Total Number of FOCs Sent in a 24 hour period}$

BellSouth agrees to collect and measure data in 4 hour segments through _____, 1997. At that time, Supra Telecommunications and Information Systems, Inc. and BellSouth will review BellSouth's ability to provide an Electronic FOC in four hours or less.

2.5 Notice of Reject or Error Status Within 1 Hour of Receipt (Paper/Electronic):

Measures the timeliness of receiving notification that a service order is incorrect and needs to be corrected.

Measurement:

$$N = \frac{\text{Number of Rejects or Error Status Sent in } \leq 1 \text{ hour}}{\text{Total Number of Rejects or Error Status Sent}}$$

2.6 Service Orders Provisioned As Requested:

(BellSouth and Supra Telecommunications and Information Systems, Inc. agree to review appropriate information and develop a proposal to provide this measurement within sixty days from execution of this Agreement.

3. MAINTENANCE MEASUREMENTS

3.1 Time to Restore

Measures average time it takes to restore to service Local Services, Network Elements, or Combinations.

Measurement:

$$N = \frac{\text{Total Duration Time}}{\text{Total Troubles}}$$

For Specials and Local Interconnection/Trunking:

$$N = \frac{\text{Responsible Duration Time}}{\text{Total Troubles}}$$

To the extent that Supra Telecommunications and Information Systems, Inc. requests that BellSouth measure the time to restore Local Services, Network Elements or Combinations, separated between time to restore where no dispatch is required, time to restore where dispatch is required and time to restore a service impairment. Additionally, to the extent that Supra Telecommunications and Information Systems, Inc. requests BellSouth to provide these measurements delineated in certain hourly intervals. BellSouth is agreeable to

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meeting this request for hourly intervals as delineated by Supra Telecommunications and Information Systems, Inc. , subject to an estimated one-time cost of \$20,000.00 and a monthly recurring cost of \$500.00. Supra Telecommunications and Information Systems, Inc. agrees to give BellSouth thirty (30) days written notice of its desire for BellSouth to provide this measurement and, subject to final agreement on cost (one-time and monthly), BellSouth will provide it as requested, within ninety (90) days unless otherwise agreed.

3.2 Repeat Troubles

Measures trouble reports from the same customer in a 30 day period.

$$N = \text{Total Repeats} < 30 \text{ days}$$

$$D = \text{Total Troubles}$$

3.3 Trouble Resolution Notification

BellSouth shall inform Supra Telecommunications and Information Systems, Inc. of the restoration of Local Service, Network Element, or Combination after an outage has occurred by means of a telephone call until such time as a mechanized means of notification becomes available.

- 3.4** Supra Telecommunications and Information Systems, Inc. will transmit repair calls to the BellSouth repair bureau by telephone until it is able to make use of the Electronic Interfaces pursuant to Attachment 15. BellSouth shall measure the average length of time it takes for the BellSouth repair bureau attendant to answer the telephone.

3.5 Missed Appointments

Measures when BellSouth misses meeting end user appointments that require a premise visit.

Measurement:

$$N = \text{Total Appointments met}$$

$$D = \text{Total Appointment set}$$

3.6 Report Rate

Measures the frequency of troubles reported within BellSouth's network.

Measurement:

$$N = \text{Number of Trouble Reports per month}$$

$$D = \text{Total number of Lines}$$

4. BILLING (CUSTOMER USAGE DATA)

4.1 Timeliness

BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to Supra Telecommunications and Information Systems, Inc.'s Message Processing Center once daily.

Measurement:

$N = \text{Total Number of Messages Sent within six (6) calendar days from Initial Recording}$

$D = \text{Total Number of Messages Sent}$

Target: $\geq 95\%$ of all messages will be delivered within 6 calendar days from initial recording.

4.2 Completeness

BellSouth will provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (30) days of the message create date.

Measurement:

$N = \text{Total number of Recorded Usage Data records delivered during the current month that are within thirty (30) days of the message create date.}$

$D = \text{Total number of Recorded Usage Data Records delivered during the current month}$

$\times 100$

Target: $\geq 98\%$ of all records delivered within 30 days of the message creation

4.3 Recorded Usage Data Accuracy

4.3.1 Format and Content

BellSouth will provide Recorded Usage Data in the format and with the content as defined in the current BellCore EMR document.

Measurement:

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$$N = \text{Total Number of Recorded Usage Data Transmitted Correctly}$$

$$\text{---} \times 100$$

$$D = \text{Total Number of Recorded Usage Data Transmitted}$$

Target: $\geq 98\%$ of all recorded records delivered will be transmitted correctly

4.3.2 Transmission

BellSouth will ensure that the Recorded Usage Data is transmitted to Supra Telecommunications and Information Systems, Inc. error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). The type of MR that corresponds with each MR response time classification shall be mutually determined. Performance is to be measured and reported in accordance with the MR response times described below:

MR Response Times:

A = Immediate Attention - Resolution within 24 hours

B = Resolution 4 to 7 Days - Unguidables

C = Resolution 2 to 3 Weeks

D = Resolution 1 to 2 Months - Changes Which Need to be Made

R = Resend (Files) within 6 Hours

All times refer to mutual business work days/hours

4.4 Data Packs

Data Pack rejections and resends shall be as defined in Attachment 7, Appendix 2, Sections 4.4 and 4.5. BellSouth will transmit to Supra Telecommunications and Information Systems, Inc. all packs error free in the format agreed.

Measurement:

$$N = \text{Total Number of Data Packs Sent Error Free}$$

$$D = \text{Total Number of Data Packs Sent}$$

Target: 96% of all Packs transmitted in a calendar month will be accepted.

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$$N = \frac{\text{Total Number of Recorded Usage Data Transmitted Correctly}}{\text{Total Number of Recorded Usage Data Transmitted}} \times 100$$

D = Total Number of Recorded Usage Data Transmitted

Target: $\geq 98\%$ of all recorded records delivered will be transmitted correctly

4.3.2 Transmission

BellSouth will ensure that the Recorded Usage Data is transmitted to Supra Telecommunications and Information Systems, Inc. error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). The type of MR that corresponds with each MR response time classification shall be mutually determined. Performance is to be measured and reported in accordance with the MR response times described below:

MR Response Times:

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Data Pack rejections and resends shall be as defined in Attachment 7, Appendix 2, Sections 4.4 and 4.5. BellSouth will transmit to Supra Telecommunications and Information Systems, Inc. all packs error free in the format agreed.

Measurement:

$$N = \frac{\text{Total Number of Data Packs Sent Error Free}}{\text{Total Number of Data Packs Sent}}$$

D = Total Number of Data Packs Sent

Target: 96% of all Packs transmitted in a calendar month will be accepted.

5. BILLING (CONNECTIVITY BILLING AND RECORDING)

- 5.1 The Parties have agreed to negotiate a pre-bill certification (Future Optimum State - FOS) process as set forth in Section 12 of Attachment 6. This certification process shall include appropriate performance measurements and shall be completed within 120 days of execution of the Agreement.

6. DATA BASES

6.1 Line Information Data Base

- 6.1.1 BellSouth shall provide processing time at the Line Information Data Base ("LIDB") within 1 second for 99% of all messages under normal conditions as defined in the technical reference in Section 13.8.5 of Attachment 2.

- 6.1.2 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in the technical reference in Section 13.8.5 of Attachment 2.

- 6.1.3 Once appropriate data can be derived from LIDB, BellSouth shall measure the following:

- 6.1.3.1 There shall be at least a 99.9.% reply rate to all query attempts.

- 6.1.3.2 Queries shall time out at LIDB no more than 0.1% of the time.

- 6.1.3.3 Group troubles shall occur for no more than 1% of all LIDB queries. Group troubles include responses other than:

- 6.1.3.3.1 Missing Group - The group is not defined in LIDB (when reply is returned "vacant" but there is no active record for the 6-digit NPA-NXX group.)

- 6.1.3.3.2 Vacant Code - When a 6-digit NPA-NXX is defined as vacant in LIDB but no active line is associated with that NPA-NXX code.

- 6.1.3.4 Once Supra Telecommunications and Information Systems, Inc. requests LIDB screening pursuant to Section 13.4.2.20 of Attachment 2, the Parties shall negotiate the appropriate performance standard for defects in LIDB Data Screening of responses.

7. ACCOUNT MAINTENANCE

- 7.1 When notified by a CLEC that an Supra Telecommunications and Information Systems, Inc. Customer has switched to CLEC service, BellSouth shall provision the change, and notify Supra

Telecommunications and Information Systems, Inc. via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day:

Measurement:

**N = Number of Local Service Changes From Supra Telecommunications and Information Systems, Inc. to Another CLEC
Provisioned with Notification to Supra Telecommunications and Information Systems, Inc. in One Business Day**

D = Total Number of Local Service Changes from Supra Telecommunications and Information Systems, Inc. to Another CLEC Provisioned with Notification to Supra Telecommunications and Information Systems, Inc.

- 7.2 When notified by Supra Telecommunications and Information Systems, Inc. that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed within one (1) business day.

Measurement:

**N = Number of PIC Only Changes from One IEC to Another Initiated by Supra Telecommunications and Information Systems, Inc. Provisioned with Notification via the
Work Order Completion Feed in \leq One Business Day**

D = Total Number of PIC Only Changes from One IEC to Another Initiated by Supra Telecommunications and Information Systems, Inc. Provisioned with Notification via the Work Order Completion Feed

- 7.3 If notified by an interexchange carrier using an '01' PIC order record that an Supra Telecommunications and Information Systems, Inc. Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier a CARE PIC record should be sent to the serving CLEC for processing within one (1) business day of BellSouth's receipt of the PIC order from the IXC.

Measurement:

**N = Number of PIC Change Requests for an Supra Telecommunications and Information Systems, Inc. Local Customer
Rejected by BellSouth to IXC \leq One Business Day**

D = Total Number of PIC Changes for an Supra Telecommunications and Information Systems, Inc. Local Customer

Rejected by BellSouth to IXC

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**INTERCONNECTION AGREEMENT
BETWEEN BELLSOUTH TELECOMMUNICATIONS INC.
AND Supra Telecommunications and Information Systems, Inc.**

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 001097-18 EXHIBIT NO. 6
COMPANY/ Supra
WITNESS. Supra
DATE: 3-3-01

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RS 7-23-90

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Attachment 11- Rates

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Supra Telecommunications and Information Systems, Inc., a Florida corporation, and shall be deemed effective as of October 23, 1997. This agreement may refer to either BellSouth or Supra Telecommunications and Information Systems, Inc. or both as a "Party" or "Parties."

WITNESSETH

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

WHEREAS, Supra Telecommunications and Information Systems, Inc. is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Supra Telecommunications and Information Systems, Inc. agree as follows:

1. **Purpose**

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable Supra Telecommunications and Information Systems, Inc. to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that Supra Telecommunications and Information Systems, Inc. will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers

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RS 7-23-99

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

BellSouth Telecommunications, Inc.

OLEC Account Team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Supra Telecommunications and Information Systems, Inc.

Kay Ramos
Suite 203
269 Giralda Avenue
Coral Gables, FL 33134

2620 S.W. 27th Ave
Miami, FL
33133

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 20.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

21. **Rule of Construction**

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

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22. 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.

23. Multiple Counterparts


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

24. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

BellSouth Telecommunications, Inc.



Signature

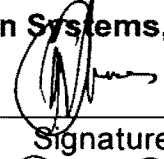
Sr. Director - Interconnection Services

Title

7/29/99

Date

Supra Telecommunications and Information Systems, Inc.



Signature

CEO

Title

8/10/99

Date

10/6/97

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Attachment 2

Unbundled Network Elements

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

- 1.1.1 BellSouth shall, upon request of Supra Telecommunications and Information Systems, Inc. , and to the extent technically feasible, provide to Supra Telecommunications and Information Systems, Inc. access to its unbundled network elements for the provision of Supra Telecommunications and Information Systems, Inc. 's telecommunications service.
- 1.1.2 Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by CLEC itself or by any other vendor.
- 1.1.3 CLEC may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.
- 1.1.4 In all states of BellSouth's operation, when CLEC recombines unbundled Network Elements to create services identical to BellSouth's retail offerings, the prices charged to CLEC for the rebundled services shall be computed at BellSouth's retail price less the wholesale discount established by the Commission and offered under the same terms and conditions as BellSouth offers the service.
- 1.1.5 CLEC will be deemed to be "recombining elements to create services identical to BellSouth's retail offerings" when the service offered by CLEC contains the functions, features and attributes of a retail offering that is the subject of properly filed and approved BellSouth tariff. Services offered by CLEC shall not be considered identical when CLEC utilizes its own switching or other substantive functionality or capability in combination with unbundled Network Elements in order to produce a service offering. For example, CLEC's provisioning of purely ancillary functions or capabilities, such as Operator Services, Caller ID, Call Waiting, etc., in combination with unbundled Network Elements shall not constitute a "substantive functionality or capability" for purposes of determining whether CLEC is providing "services identical to BellSouth's retail offering."

2. Unbundled Service Combinations (USC)

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

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2. Unbundled Service Combinations (USC)

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- 2.1.1 Where BellSouth offers to Supra Telecommunications and Information Systems, Inc. , either through a negotiated arrangement or as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.
- 2.1.2 2-Wire Analog Loop with 2-Wire Analog Port - Residence
- 2.1.3 2-Wire Analog Loop with 2-Wire Analog Port - Business
- 2.1.4 2-Wire Analog Loop with 2-Wire Analog Port - PBX
- 2.1.5 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID
- 2.1.6 BellSouth will conform to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.

3. Unbundled Loops

- 3.1.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.
- 3.2 Definition
 - 3.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF, DSX, LGX or DCS in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.
 - 3.2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space. These cables and cross-connections are considered a separate element.
 - 3.2.3 BST will offer voice loops in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or Engineering Information/circuit make-up data (EI). Since SL1 loops do not come standard with OC, these loops will be activated on the due date in the same manner and time frames that BST normally activates POTS-type loops for its customers.

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- 3.2.4 The OC and EI features will be provided as chargeable options on SL1 loops. The OC feature will allow Supra Telecommunications and Information Systems, Inc. to coordinate the installation of the loop with the disconnect of an existing customers service and/or number portability service, whereby, the end-user would normally be out of service less than 15 minutes. In these cases, BST will perform the order conversion at its discretion during normal work hours.
- 3.2.5 SL2 loops will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
- 3.2.6 BST will offer digital loops as Service Level One elements. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
- 3.2.7 As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow Supra Telecommunications and Information Systems, Inc. the ability to specify the time that the coordinated conversion takes place.
- 3.2.8 Supra Telecommunications and Information Systems, Inc. will be responsible for testing and isolating troubles on the unbundled loops. Once Supra Telecommunications and Information Systems, Inc. has isolated a trouble to the BST provided loop, Supra Telecommunications and Information Systems, Inc. will issue a trouble to BST on the loop. BST will take the actions necessary to repair the loop if a trouble actually exists. BST will repair these loops in the same time-frames that BST repairs loops to its customers.
- 3.2.9 If Supra Telecommunications and Information Systems, Inc. reports a trouble on SL1 loops and no trouble actually exists, BST will charge Supra Telecommunications and Information Systems, Inc. for any dispatching and testing (both inside and outside the CO) required by BST in order to confirm the loop's working status.
- 3.2.10 If Supra Telecommunications and Information Systems, Inc. reports a trouble on SL2 loops and no trouble actually exists, BST will charge Supra Telecommunications and Information Systems, Inc. for any dispatching and testing, (outside the CO) required by BST in order to confirm the loop's working status.
- 3.3 Technical Requirements
- 3.3.1 BST will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s). Additional services may

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include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.

- 3.3.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.2.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Supra Telecommunications and Information Systems, Inc. will be consistent with industry standards.
- 3.3.1.2 In some instances, Supra Telecommunications and Information Systems, Inc. will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Supra Telecommunications and Information Systems, Inc. can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Supra Telecommunications and Information Systems, Inc. will determine the type of service that will be provided over the loop. In some cases, Supra Telecommunications and Information Systems, Inc. may be required to pay additional charges for the removal of certain types of equipment.
- 3.3.2 The loop shall be provided to Supra Telecommunications and Information Systems, Inc. in accordance with the following Technical References:
 - 3.3.2.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
 - 3.3.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
 - 3.3.2.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
 - 3.3.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
 - 3.3.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.
 - 3.3.2.6 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
 - 3.3.2.7 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev.1, December 1993; Supplement 1, December 1993.

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3.3.2.8 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

4. **Integrated Digital Loop Carriers**

4.1.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and BellSouth has an alternate facility available, BellSouth will make alternative arrangements to permit Supra Telecommunications and Information Systems, Inc. to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide Supra Telecommunications and Information Systems, Inc. with the capability to serve end users at the same level BellSouth provides its customers. If no alternate facility is available, BST will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Supra Telecommunications and Information Systems, Inc. will then have the option of paying the one-time SC rates to place the loop facilities or Supra Telecommunications and Information Systems, Inc. may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

5. **Network Interface Device**

5.1 Definition

5.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

5.2 Technical Requirements

5.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

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Attachment 9

Bona Fide Request Process

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BONA FIDE REQUEST PROCESS

- 1.0 Bona Fide Requests are to be used when Supra Telecommunications and Information Systems, Inc. makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Telecommunications Act of 1996; or to provide a new or custom capability or function to meet Supra Telecommunications and Information Systems, Inc. 's business needs, referred to as a Business Opportunity Request (BOR). The BFR process is intended to facilitate the two way exchange of information between the requesting Party and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 1.1 A Bona Fide Request shall be submitted in writing by Supra Telecommunications and Information Systems, Inc. and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a Supra Telecommunications and Information Systems, Inc. 's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to Supra Telecommunications and Information Systems, Inc. 's Account Executive.

Attachment 10

Performance Measurements

PERFORMANCE MEASUREMENT**1. PERFORMANCE MEASUREMENT**

- 1.1 BellSouth, in providing Services and Elements to Supra Telecommunications and Information Systems, Inc. pursuant to this Agreement, shall provide Supra Telecommunications and Information Systems, Inc. the same quality of service that BellSouth provides itself and its end-users. This Attachment 10 includes Supra Telecommunications and Information Systems, Inc.'s measurements for those requirements. The Parties have agreed to five (5) categories of Performance to be measured: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, e.g., LIDB and (5) Account Maintenance. Each category includes measurements which focus on timeliness, accuracy and quality. BellSouth shall measure the following activities to meet the goals provided herein.
- 1.2 Except as otherwise provided in this Attachment 10, BellSouth shall provide data on a monthly basis for each state and for the nine states served by BellSouth. The data shall be reported to Supra Telecommunications and Information Systems, Inc. in a mutually agreed upon format which will enable Supra Telecommunications and Information Systems, Inc. to compare BellSouth's performance for itself with respect to a specific measure to BellSouth's performance for Supra Telecommunications and Information Systems, Inc. for that same specific measure. BellSouth shall also provide the raw data used to calculate each measurement for Supra Telecommunications and Information Systems, Inc. as reasonably requested by Supra Telecommunications and Information Systems, Inc. For provisioning and maintenance, separate measurements shall be provided as follows:
- POTS/Non-Design
 - Residence - Dispatch Out/Non-Dispatch Out
 - Business - Dispatch Out/Non-Dispatch Out
 - UNE - Dispatch Out/Non-Dispatch Out
 - Local Interconnection/Trunking
 - Specials - Design Only
- 1.3 BellSouth and Supra Telecommunications and Information Systems, Inc. recognize that percentage target performance levels have not been provided for all measurements and that such targets for certain categories of performance will be required to improve performance, to maintain parity with that which BellSouth has obligated itself to provide

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under this Agreement, or to improve service as Supra Telecommunications and Information Systems, Inc. and BellSouth may mutually agree. BellSouth and Supra Telecommunications and Information Systems, Inc. agree to meet to discuss establishment of such targets quarterly, starting no later than ninety (90) days after actual performance occurs. Such targets will reflect a negotiated level of performance. Notwithstanding the foregoing, Supra Telecommunications and Information Systems, Inc. reserves its right to request targets that exceed parity. Such a request may require Supra Telecommunications and Information Systems, Inc. to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

2. PROVISIONING PERFORMANCE MEASUREMENTS

Provisioning performed by BellSouth will meet the following measurements:

- 2.1 **Desired Due Date:** Measures as a percent how often BellSouth is able to meet Supra Telecommunications and Information Systems, Inc.'s desired due date for provisioning Services, Elements, or Combinations. BellSouth has stated that it cannot provide this measurement at this time. The Parties agree to review BellSouth's ability to provide Desired Due Date within sixty days from execution of this Agreement. Until such time as BellSouth provides this measurement, BellSouth agrees to provide a range of intervals provided below that it represents are reflective of the time it takes to install Services, Elements, or Combinations. BellSouth shall measure and provide data on the performance intervals (for each of BellSouth and Supra Telecommunications and Information Systems, Inc. Customers) and the Parties agree to meet to review interval data to assess whether the intervals should be improved, within sixty days from execution of this Agreement. In addition, BellSouth and Supra Telecommunications and Information Systems, Inc. shall jointly develop within sixty days from execution of this Agreement, an audit plan that will provide data to demonstrate that the intervals provided by BellSouth to Supra Telecommunications and Information Systems, Inc. are at parity with those BellSouth provided itself or its end-users.

Service	Interval
INSTALLATION	
Lines/trunks with no premises visit:	
<i>Business</i>	

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Attachment 10

1-3 lines	≤ 2 business days*
4-15	≤ 4 business days*
Over 15 lines	AS NEGOTIATED
<i>Residential</i>	≤ 2 business days*
Lines/trunks with premises visit:	

* Under normal business conditions

<i>Business</i>	
1-2 lines	2 business days*
3-5 lines	4 business days*
6-10 lines	6 business days*
11-15	9 business days*
Over 15 lines	AS NEGOTIATED
<i>Residential</i>	4 days*
Business lines/trunks; plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX®/Multi Serv (Centrex) ^(sm)	
New/To & From	AS NEGOTIATED
New features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED

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Attachment 10

Unbundled Network Elements	
<i>Business or Residential</i>	The Parties agree to establish appropriate intervals for provisioning unbundled Network Elements within sixty days from execution of this Agreement.
FEATURE CHANGES	

* Under normal business conditions

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Orders received before 3:00pm	Completed on day of receipt
Orders received after 3:00pm	Completed before 5:00pm next business day
SERVICE DISCONNECTS	
With no premises visits	
<i>Business or Residential</i>	Within 24 hours after receipt of Service Order

- 2.2 Committed Due Date Met:
Measures as a percent the actual date service provisioned compared to the date service was scheduled to be provisioned.

Measurement:

$$N = \text{Total Appointments Met}$$

$$D = \text{Total Appointments Set}$$

- 2.3 No Trouble Reported Within 30 Days of Order Completion:
Measures reliability of service provided to Supra Telecommunications and Information Systems, Inc. customers in first 30 days of service.

Measurement:

POTS: $N = \text{All troubles on service installed } \leq 30 \text{ days in a calendar month}$
 $D = \text{Installations in a calendar month}$
 Note: N and D are not the same order base.

Specials: $N = \text{Troubles on service installed } \leq 30 \text{ days}$
 $D = \text{Installations in a calendar month}$
 Note: N and D are in the same order base.

- 2.4 Firm Order Confirmation:

Measures the timeliness of receiving a validation that the service ordered will be provisioned.

Measurement:

$$N = \text{Total Number of FOCs Sent for the segment of each 24 hour period}$$

$$D = \text{Total Number of FOCs Sent in a 24 hour period}$$

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BellSouth agrees to collect and measure data in 4 hour segments through _____, 1997. At that time, Supra Telecommunications and Information Systems, Inc. and BellSouth will review BellSouth's ability to provide an Electronic FOC in four hours or less.

2.5 Notice of Reject or Error Status Within 1 Hour of Receipt (Paper/Electronic):

Measures the timeliness of receiving notification that a service order is incorrect and needs to be corrected.

Measurement:

$$N = \frac{\text{Number of Rejects or Error Status Sent in } \leq 1 \text{ hour}}{\text{Total Number of Rejects or Error Status Sent}}$$

$$D = \text{Total Number of Rejects or Error Status Sent}$$

2.6 Service Orders Provisioned As Requested:

(BellSouth and Supra Telecommunications and Information Systems, Inc. agree to review appropriate information and develop a proposal to provide this measurement within sixty days from execution of this Agreement.

3. MAINTENANCE MEASUREMENTS

3.1 Time to Restore

Measures average time it takes to restore to service Local Services, Network Elements, or Combinations.

Measurement:

$$N = \frac{\text{Total Duration Time}}{\text{Total Troubles}}$$

$$D = \text{Total Troubles}$$

For Specials and Local Interconnection/Trunking:

$$N = \frac{\text{Responsible Duration Time}}{\text{Total Troubles}}$$

$$D = \text{Total Troubles}$$

To the extent that Supra Telecommunications and Information Systems, Inc. requests that BellSouth measure the time to restore Local Services, Network Elements or Combinations, separated between time to restore where no dispatch is required, time to restore where dispatch is required and time to restore a service impairment. Additionally, to the extent that Supra Telecommunications and Information Systems, Inc. requests BellSouth to provide these measurements delineated in certain hourly intervals. BellSouth is agreeable to

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meeting this request for hourly intervals as delineated by Supra Telecommunications and Information Systems, Inc. , subject to an estimated one-time cost of \$20,000.00 and a monthly recurring cost of \$500.00. Supra Telecommunications and Information Systems, Inc. agrees to give BellSouth thirty (30) days written notice of its desire for BellSouth to provide this measurement and, subject to final agreement on cost (one-time and monthly), BellSouth will provide it as requested, within ninety (90) days unless otherwise agreed.

3.2 Repeat Troubles

Measures trouble reports from the same customer in a 30 day period.

$$N = \frac{\text{Total Repeats} < 30 \text{ days}}{\text{Total Troubles}}$$

3.3 Trouble Resolution Notification

BellSouth shall inform Supra Telecommunications and Information Systems, Inc. of the restoration of Local Service, Network Element, or Combination after an outage has occurred by means of a telephone call until such time as a mechanized means of notification becomes available.

3.4 Supra Telecommunications and Information Systems, Inc. will transmit repair calls to the BellSouth repair bureau by telephone until it is able to make use of the Electronic Interfaces pursuant to Attachment 15. BellSouth shall measure the average length of time it takes for the BellSouth repair bureau attendant to answer the telephone.

3.5 Missed Appointments

Measures when BellSouth misses meeting end user appointments that require a premise visit.

Measurement:

$$N = \frac{\text{Total Appointments met}}{\text{Total Appointment set}}$$

3.6 Report Rate

Measures the frequency of troubles reported within BellSouth's network.

Measurement:

$$N = \frac{\text{Number of Trouble Reports per month}}{\text{Total number of Lines}}$$

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4. BILLING (CUSTOMER USAGE DATA)

4.1 Timeliness

BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to Supra Telecommunications and Information Systems, Inc.'s Message Processing Center once daily.

Measurement:

N = Total Number of Messages Sent within six (6) calendar days from Initial Recording

D = Total Number of Messages Sent

Target: $\geq 95\%$ of all messages will be delivered within 6 calendar days from initial recording.

4.2 Completeness

BellSouth will provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (30) days of the message create date.

Measurement:

N = Total number of Recorded Usage Data records delivered during the current month that are within thirty (30) days of the message create date.

-----X 100

D = Total number of Recorded Usage Data Records delivered during the current month

Target: $\geq 98\%$ of all records delivered within 30 days of the message creation

4.3 Recorded Usage Data Accuracy

4.3.1 Format and Content

BellSouth will provide Recorded Usage Data in the format and with the content as defined in the current BellCore EMR document.

Measurement:

$$N = \frac{\text{Total Number of Recorded Usage Data Transmitted Correctly}}{\text{Total Number of Recorded Usage Data Transmitted}} \times 100$$

D = Total Number of Recorded Usage Data Transmitted

Target: $\geq 98\%$ of all recorded records delivered will be transmitted correctly

4.3.2 Transmission

BellSouth will ensure that the Recorded Usage Data is transmitted to Supra Telecommunications and Information Systems, Inc. error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). The type of MR that corresponds with each MR response time classification shall be mutually determined. Performance is to be measured and reported in accordance with the MR response times described below:

MR Response Times:

A = Immediate Attention - Resolution within 24 hours

B = Resolution 4 to 7 Days - Unguidables

C = Resolution 2 to 3 Weeks

D = Resolution 1 to 2 Months - Changes Which Need to be Made

R = Resend (Files) within 6 Hours

All times refer to mutual business work days/hours

4.4 Data Packs

Data Pack rejections and resends shall be as defined in Attachment 7, Appendix 2, Sections 4.4 and 4.5. BellSouth will transmit to Supra Telecommunications and Information Systems, Inc. all packs error free in the format agreed.

Measurement:

$$N = \frac{\text{Total Number of Data Packs Sent Error Free}}{\text{Total Number of Data Packs Sent}}$$

Target: 96% of all Packs transmitted in a calendar month will be accepted.

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5. BILLING (CONNECTIVITY BILLING AND RECORDING)

5.1 The Parties have agreed to negotiate a pre-bill certification (Future Optimum State - FOS) process as set forth in Section 12 of Attachment 6. This certification process shall include appropriate performance measurements and shall be completed within 120 days of execution of the Agreement.

6. DATA BASES

6.1 Line Information Data Base

6.1.1 BellSouth shall provide processing time at the Line Information Data Base ("LIDB") within 1 second for 99% of all messages under normal conditions as defined in the technical reference in Section 13.8.5 of Attachment 2.

6.1.2 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in the technical reference in Section 13.8.5 of Attachment 2.

6.1.3 Once appropriate data can be derived from LIDB, BellSouth shall measure the following:

6.1.3.1 There shall be at least a 99.9.% reply rate to all query attempts.

6.1.3.2 Queries shall time out at LIDB no more than 0.1% of the time.

6.1.3.3 Group troubles shall occur for no more than 1% of all LIDB queries. Group troubles include responses other than:

6.1.3.3.1 Missing Group - The group is not defined in LIDB (when reply is returned "vacant" but there is no active record for the 6-digit NPA-NXX group.)

6.1.3.3.2 Vacant Code - When a 6-digit NPA-NXX is defined as vacant in LIDB but no active line is associated with that NPA-NXX code.

6.1.3.4 Once Supra Telecommunications and Information Systems, Inc. requests LIDB screening pursuant to Section 13.4.2.20 of Attachment 2, the Parties shall negotiate the appropriate performance standard for defects in LIDB Data Screening of responses.

7. ACCOUNT MAINTENANCE

7.1 When notified by a CLEC that an Supra Telecommunications and Information Systems, Inc. Customer has switched to CLEC service, BellSouth shall provision the change, and notify Supra

10/6/97

RS 7-23-99

Telecommunications and Information Systems, Inc. via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day:

Measurement:

N = Number of Local Service Changes From Supra Telecommunications and Information Systems, Inc. to Another CLEC
Provisioned with Notification to Supra Telecommunications and Information Systems, Inc. in One Business Day

D = Total Number of Local Service Changes from Supra Telecommunications and Information Systems, Inc. to Another CLEC Provisioned with Notification to Supra Telecommunications and Information Systems, Inc.

- 7.2 When notified by Supra Telecommunications and Information Systems, Inc. that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed within one (1) business day.

Measurement:

N = Number of PIC Only Changes from One IEC to Another Initiated by Supra Telecommunications and Information Systems, Inc. Provisioned with Notification via the
Work Order Completion Feed in \leq One Business Day

D = Total Number of PIC Only Changes from One IEC to Another Initiated by Supra Telecommunications and Information Systems, Inc. Provisioned with Notification via the Work Order Completion Feed

- 7.3 If notified by an interexchange carrier using an '01' PIC order record that an Supra Telecommunications and Information Systems, Inc. Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier a CARE PIC record should be sent to the serving CLEC for processing within one (1) business day of BellSouth's receipt of the PIC order from the IXC.

Measurement:

N = Number of PIC Change Requests for an Supra Telecommunications and Information Systems, Inc. Local Customer
Rejected by BellSouth to IXC \leq One Business Day

D = Total Number of PIC Changes for an Supra Telecommunications and Information Systems, Inc. Local Customer

10/6/97

RS 7-23-99

Rejected by BellSouth to IXC

10/6/97

RE. 7-23-99



1311 Executive Center Drive, Suite 200
Tallahassee, FL 32301-5027

August 20, 1999

Via Facsimile & U.S. Mail

Mr. Patrick Finlen
Manager, Interconnection Services
BellSouth Telecommunications, Inc.
675 West Peachtree Street, NE
Room 34391
Atlanta, Georgia 30375

Dear Mr. Finlen:

As a follow-up to our recent discussions and negotiations toward a new interconnection agreement, Supra Telecom hereby confirms its intent to adopt the State of Florida Interconnection Agreement between AT&T and BellSouth, dated June 10, 1997. This includes all exhibits and amendments that have been negotiated and executed to date between the parties.

As we discussed, Supra Telecom wishes to amend the original agreement only to reflect use of the TAG interface. Supra Telecom will not request use of, or participate in the development of, the EC-Lite interface described in the agreement between AT&T and BellSouth.

Mr. Olukayode Ramos will execute the adoption of said agreement between BellSouth and Supra. Please send all documents to Mr. Ramos at 2620 S.W. 27th Avenue, Miami, FL 33133. If you have any questions, you may call me at (850) 402-0510.

Sincerely,

Wayne L. Stavanja
VP - Regulatory Relations

c: Olukayode A. Ramos, Chairman & CEO
Mark Buechele, General Counsel

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 001097-TP EXHIBIT NO. 7
COMPANY/ Finlen
WITNESS: Finlen
DATE: 5-3-01

BELLSOUTH MASTER ACCOUNT APPLICATION

COMPETITIVE LOCAL EXCHANGE COMPANY

Date 07/07/97

ACCOUNT INFORMATION

Reseller Facilities Based Carrier Tax Exempt _____ Tax Code _____ State FL.

Certificate of Authority Attached Yes No Estimated Average Monthly Bill _____

Company Name/Operating Company Number SUPRA TELECOMMUNICATIONS & INF. SYSTEMS (7011)

Local Address 269 GILALDA AVENUE, SUITE 203
City CORAL GABLES State FL. ZIP 33134

Corporate Address 269 GILALDA AVE, SUITE 203
City CORAL GABLES State FL. ZIP 33134

Billing Address 269 GILALDA AVE, SUITE 203
City CORAL GABLES State FL. ZIP 33134

Contact Name & Telephone # for:

Billing MAY AMOS Telephone # (305) 443-3710 X 220
Orders JOSIEA Telephone # (305) 443-3710 X 240
Other A.J. GONZALEZ Telephone # (305) 443-3710 X 230

CREDIT INFORMATION

Previous BellSouth Service Telephone # (305) 234-5392 Last Date of Service 1/1 STILL IN
 Yes No Telephone # (305) 234-5864 Last Date of Service 1/1 SERVICE

Other Current BellSouth Service Telephone # (305) 443-3710
 Yes No Telephone # (305) 443-1076

Ownership

Individual Partnership

Name _____ Tel # (____) _____ SSN _____
Name _____ Tel # (____) _____ SSN _____
Name _____ Tel # (____) _____ SSN _____
Name _____ Tel # (____) _____ SSN _____

Corporation
President O. A. Ramos Tel # (305) 443-3710 SSN _____
Vice-President Z. Ramos Tel # (305) 740-8123 SSN _____
Secretary A. Oleszewski Tel # (305) 669-4472 SSN _____
Treasurer _____ Tel # (____) _____ SSN _____

Have you been informed concerning BellSouth's Line Information DataBase (LIDB) contract? Yes No

Have you signed a LIDB contract? Yes No

Note: Checking "NO" indicates that the CLEC is aware of the consequences of declining, i.e., that BellSouth can not guarantee processing or restriction of LIDB handled calls.

BellSouth Interconnection Service

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 001097-TP EXHIBIT NO. 8

COMPANY/

WITNESS: BellSouth (Mortan)

DATE: 5-3-01

BELLSOUTH MASTER ACCOUNT APPLICATION

COMPETITIVE LOCAL EXCHANGE COMPANY

Date 02/24/00

ACCOUNT INFORMATION

Reseller Facilities Based Carrier Tax Exempt YES Tax Code CE-046852 FLORIDA

Certificate of Authority Attached Yes No Estimated Average Monthly Bill _____

Company Name/Operating Company Number SUPRA TELECOM

Local Address 2620 SW 27 AVENUE L
City MIAMI State FL ZIP 33133

Corporate Address SAME AS ABOVE
City _____ State FL ZIP _____

Billing Address SAME AS ABOVE
City _____ State FL ZIP _____

Contact Name & Telephone #s:
Billing VICTOR MIRIKI Telephone # (305) 476-4280
Order VICTOR MIRIKI Telephone # (305) 476-4250
Other DAVE NELSON Telephone # (305) 476-4202

CREDIT INFORMATION

Previous BellSouth Service Telephone # () _____ Last Date of Service 1/1
 Yes No Telephone # () _____ Last Date of Service 1/1

Other Current BellSouth Service Telephone # (305) 982-670
 Yes No Telephone # (561) 982-670
904 982 670

Ownership
 Individual Partnership
Name _____ Title () _____ SSN _____
Name _____ Title () _____ SSN _____
Name _____ Title () _____ SSN _____
Name _____ Title () _____ SSN _____

Corporation
President KANDI OLUKAYODE Tel# (305) 476-4220 SSN _____
Vice-President BENILEY CAROL Tel# (305) 476-4294 SSN _____
Secretary OLASHERE ABDUL Tel# (305) 476-4260 SSN _____
Treasurer EMMANUEL DAVSO Tel# (305) 476-4204 SSN _____

Have you been informed concerning BellSouth's Line Information Database (LIDB) contract? Yes No
Have you signed a LIDB contract? Yes No

Note: Checking "NO" indicates that the CLBC is aware of the consequences of declining, i.e., that BellSouth can not guarantee processing or restriction of LIDB handled calls.

F1 Edit Keys Macros Special Functions Help

Menu Utilities Compilers Help

RECORD	Line	Col
DELETE_LINE		
DEL_1	R	
DEL_2		
RAW_1	3050822670670	
RAW_2		
END		
BILLNM	STIS, INC	
SBILLNM	STIS, INC	
TE		
ESP		
BILLNM_STREET	2620 S W 27TH AVE	
BILLNM_CITY	MIAMI	
BILLNM_ST	FL	
BILLNM_XIP	33133	
BILLNM_FLOOR		
BILLNM_ROOM		
BILLCON	BRAD HAMILTON	
BILLCON_TELE	3054433710	

Command ==>

F1=Help F3=Exit F5=Rfind F12=Cancel

Scroll ==>

TA

R23 C015

File Edit Keys Macros Special Forts Help

Menu Utilities Compilers Help

BROWSE Line Col
VTA M
VTA_DESC
→ NTN 3050822670670
INIT GAIL MARTINEZ
INIT_TELE 3054433710
INIT_FAX 3054419318
INIT_STREET 2620 S W 27TH AVE
INIT_FLOOR
INIT_ROOM
INIT_CITY MIAMI
INIT_ST FL
INIT_ZIP 33133
IMPCOM
IMPCOM_TELE
DSGCOM
DSGCOM_TELE
DSGCOM_FAX
DSGCOM_STREET
DSGCOM_CITY

Command ==>

Scroll ==>

F1=Help F3=Exit F5=Rfind F12=Cancel

TA

R23 C015

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 001097-7 EXHIBIT NO. 10

COMPANY/ WITNESS. Supra Telecommunications

DATE: 5-3-01

EXHIBIT
TOPPO

- C. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- D. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- I. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.
- D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.
- E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a

DOCUMENT NUMBER-DATE
EXHIBIT A — 03378 MAR 16 85

FPSC-RECORDS/REPORTING

Page 6

request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41

G. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

H. Such deposit may not exceed two months' estimated billing.

L. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

K. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

L. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between

Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Pursuant to 47 CFR Section 51.617, the Company will bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

		Monthly Rate
1.	Residential (a) Each Individual Line or Trunk	\$3.50
2.	Single Line Business (b) Each Individual Line or Trunk	\$3.50
3.	Multi-line Business (c) Each Individual Line or Trunk	\$6.00

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.
4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

PART IV: PRICING

34 General Principles

X X

All services currently provided hereunder (including resold Local Services Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

35. Local Service Resale

The rates that AT&T shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	18.81%

36. Unbundled Network Elements

The prices that AT&T shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

36.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that AT&T does not need when two or more Network Elements are combined in a single order. BellSouth and AT&T shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

37. Compensation For Call and Transport Termination

The prices that AT&T and BellSouth shall pay are set forth in Table 1.

38. Ancillary Functions

38.1 Collocation - The prices that AT&T shall pay to BellSouth are set forth in Table 2.

38.2 Rights-of-Way - The prices that AT&T shall pay to BellSouth are set forth in Table 3.

38.3 Poles, Ducts and Conduits - The prices that AT&T shall pay to BellSouth are set forth in Table 4.

39 Local Number Portability

The prices for interm number portability are set forth in Table 5.

40 Recorded Usage Data

The prices for recorded usage data are set forth in Table 6.

41 Electronic Interfaces

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Initiation of Show Cause Proceedings against Supra Telecommunications & Information Systems for violations of Rules 25-4.043, Florida Administrative Code, Response to Commission Staff Inquiries, and Rule 25-24.820(1)(a), Revocation of a Certificate.

DOCKET NO. 971527-TX
ORDER NO. PSC-98-0500-AS-TX
ISSUED: April 10, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER APPROVING SETTLEMENT PROPOSAL

BY THE COMMISSION:

CASE BACKGROUND

We granted Supra Telecommunications and Information Systems (Supra) Alternative Local Exchange Certificate No. 4861 on July 21, 1997. On September 3, 1997, the our staff received two complaints alleging unauthorized switching of local telephone service. By October 21, 1997, there were 63 similar complaints. The complaints primarily involved unauthorized switching of local telephone services and misleading solicitation practices. As of January 8, 1998, our staff reported 201 complaints relating to unauthorized switching by Supra. Additionally, Supra had failed to respond to staff inquiries regarding the complaints. Supra representatives met with our staff and tendered a settlement proposal. Due to some outstanding customer concerns, we were not able to approve Supra's initial settlement proposal. Supra officials also appeared before us at the February 3, 1998, Agenda Conference and assured us of their commitment toward resolving this matter. On March 4, 1998, Supra tendered a second settlement proposal.

EXHIBIT C

SETTLEMENT PROPOSAL

Supra Telecommunications & Information Systems' settlement offer of March 4, 1998, can be summarized as follows:

1. STIS admits no intentional wrongdoing;
2. STIS will make a contribution of \$45,000 to the State General Revenue Fund:
 - a. \$15,000 paid within 30 days of the issuance of the final order;
 - b. \$10,000 paid in six months;
 - c. \$10,000 paid in 12 months;
 - d. \$10,000 paid in 18 months;
3. STIS will comply with the Commission's proposed Rule 25-4.118, Florida Administrative Code, Carrier Selection;
4. STIS also assures its compliance with Rule 25-4.043, Florida Administrative Code, Response to Commission Staff Inquiries.

We believe the STIS settlement conditions adequately address STIS' slamming complaints and the untimely responses to the Commission. The company has responded to all of the outstanding consumer complaints previously discussed at the January 20, 1998 Agenda Conference. The revisions of the sales and verification scripts appear to more accurately reflect the telecommunications service the company is selling.

Accordingly, we accept STIS' settlement proposal. We find the \$45,000 voluntary contribution reasonable, in light of the fact that STIS is a start-up company. Further, STIS has credited all affected consumers, in effect providing free services to those consumers whose service was switched without authorization. The \$45,000.00 contribution will be forwarded to the Office of the Comptroller for deposit in the State General Revenue Fund pursuant to Section 364.285, Florida Statutes.

ORDER NO. PSC-98-0500-AS-TX
DOCKET NO. 971527-TX
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Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the settlement proposed by Supra Telecommunications & Information Systems in resolution of this show cause proceeding, which is attached to this Order as Attachment A and is incorporated herein by reference, is hereby approved. It is further

ORDERED that Docket No. 971527-TX shall remain open until the Commission receives Supra Telecommunications & Information Systems's voluntary contribution of \$45,000.00 as set out in the body of this order, for deposit in the State of Florida General Revenue Fund. Upon receipt of the final payment, Docket No. 971527-TX shall be closed.

By ORDER of the Florida Public Service Commission this 10th day of April, 1998.

\s\Blanca S. Bayo'

BLANCA S. BAYÓ, Director
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(S E A L)

SOME (OR ALL) ATTACHMENT PAGES ARE NOT ON ELECTRONIC DOCUMENT.

JRB

ORDER NO. PSC-98-0500-AS-TX
DOCKET NO. 971527-TX
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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

Supra Telecommunications
Disputed Charges - BellSouth

Bill Date	Line Num	Description	Amount
		CHARGE FOR PROCESSING CHANGE IN SERVICE Total	33,352.97
		CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	48,917.69
		Grand Total	82,272.15

Supra Telecommunications
 Disputed Charges - BellSouth

Bill Date	Line Num	Description	Amount
02-Sep-97	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	11,009.00
02-Oct-97	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	16,982.22
02-Nov-97	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	583.67
02-Dec-97	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	451.99
02-Jan-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	551.99
02-Feb-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	251.94
02-Mar-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	370.43
02-Apr-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	197.03
02-May-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	141.27
02-Jun-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	228.14
02-Jul-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	207.87
02-Aug-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	198.70
02-Sep-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	188.87
02-Oct-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	173.23
02-Nov-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	307.53
02-Dec-98	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	172.89
02-Jan-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	125.80
02-Feb-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	196.86
02-Mar-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	47.09
02-Apr-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	141.27
02-May-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	157.25
02-Jun-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	70.89
02-Jul-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	70.72
02-Aug-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	86.70
02-Sep-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	165.24
02-Oct-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	102.00
02-Nov-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	47.09
02-Dec-99	Total	CHARGE FOR PROCESSING CHANGE IN SERVICE Total	125.29
		CHARGE FOR PROCESSING CHANGE IN SERVICE Total	33,352.97
02-Sep-97	Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	522.15
02-Oct-97	Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	13,206.11
02-Nov-97	Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	16,449.57
02-Dec-97	Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	9,060.24
02-Jan-98	Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	4,263.66
02-Feb-98	Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	2,127.01
02-Mar-98	Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	1,649.86

Supra Telecommunications
Disputed Charges - BellSouth

02-Apr-98 Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	535.97
02-Jun-98 Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	291.69
02-Jul-98 Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	250.87
02-Aug-98 Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	174.05
02-Sep-98 Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	76.82
02-Oct-98 Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	174.05
02-Dec-98 Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	38.41
02-Jan-99 Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	29.41
02-May-99 Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	38.41
02-Dec-99 Total	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	29.41
	CHARGE FOR UNAUTHORIZED LOCAL SERVICE CHANGE AND RECONNECTION Total	48,917.69
Grand Total		82,272.15

Supra Telecom
 Unauthorized Charges From BellSouth
 Per Interconnection Agreement

Invoice Dated USOC	FCC CHARGE FOR NETWORK ACCESS 9ZR	FCC LOCAL NUMBER PORTABILITY LINE CHARGE - LINE LNPCX	FCC LOCAL NUMBER PORTABILITY LINE CHARGE - PBX LNPCP	FCC CHARGE FOR NETWORK ACCESS 9LM	FCC CHARGE FOR NETWORK ACCESS FOR ADDITIONAL LINE 9LA	FCC CHARGE FOR EXCESS LINE PORT FOR PRIMARY RATE ISDN INTERFACE 9ZEPR	FCC CHARGE FOR EXCESS LINE PORT FOR BASIC RATE ISDN DIGITAL SUBSCRIBER LINE 9ZEPR	Total
9/2/97	16,351.62			1,722.00				18,073.62
10/2/97	26,158.41			5,075.00				31,233.41
11/2/97	16,728.00			3,041.50				19,769.50
12/2/97	11,646.87			1,858.50	220.50			13,725.87
1/2/98	10,228.84			1,438.50	305.00			11,972.34
2/2/98	8,804.09			1,200.50	265.00			10,269.59
3/2/98	7,333.49			1,067.50	220.00		2.44	8,623.43
4/2/98	6,668.55			805.00	225.00		4.88	7,703.43
5/2/98	6,112.99			763.00	230.00		4.88	7,110.87
6/2/98	5,650.47			654.50	240.00	14.00	2.44	6,561.41
7/2/98	4,800.79			644.00	240.00	14.00	2.44	5,701.23
8/2/98	4,351.76			570.50	180.00	14.00	2.44	5,118.70
9/2/98	4,302.92			598.50	195.00	14.00	2.44	5,112.86
10/2/98	4,127.91			584.50	185.00		2.44	4,899.85
11/2/98	3,944.76			602.00	205.00	14.00	2.44	4,768.20
12/2/98	3,847.08			626.50	215.00		2.44	4,691.02
1/2/99	3,858.82			661.50	273.15	28.00	2.44	4,823.91
2/2/99	3,809.32			668.50	303.50	28.00	2.44	4,811.76
3/2/99	3,990.82			710.50	315.64	28.00	2.44	5,047.40
4/2/99	3,792.82			763.00	327.78	28.00	2.44	4,914.04
5/2/99	3,570.07			770.00	333.85	28.00	2.44	4,704.36
8/2/99	3,570.07	252.72	143.91	826.00	358.13	28.00	2.44	5,181.27
7/2/99	3,363.57	242.97	143.91	840.00	364.20	28.00	2.44	4,985.09
8/2/99	3,142.37	232.05	129.15	917.00	376.34	28.00	2.44	4,827.35
9/2/99	3,410.97	221.90	280.35	955.50	370.27	28.00	2.44	5,269.43
10/2/99	3,339.87	215.60	280.35	983.50	333.85	28.00	2.44	5,183.61
11/2/99	2,889.57	229.60	129.15	1,001.00	376.34	28.00	2.44	4,656.10
12/2/99	2,792.82	226.10	129.15	1,011.50	358.13	28.00	2.44	4,548.14
	182,589.64	1,620.94	1,235.97	31,360.00	7,016.68	406.00	58.56	224,287.79

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Notice by BellSouth Telecommunications, Inc. of adoption of an approved interconnection, unbundling, and resale agreement between BellSouth and AT&T Communications of the Southern States, Inc. by Supra Telecommunications and Information Systems, Inc.

DOCKET NO. 991696-TP
ORDER NO. PSC-99-2304-FOF-TP
ISSUED: November 30, 1999

ORDER APPROVING ADOPTION OF INTERCONNECTION, UNBUNDLING, AND
RESALE AGREEMENT AND APPROVED AMENDMENTS

BY THE COMMISSION:

By letter dated November 10, 1999, BellSouth Telecommunications, Inc. (BellSouth) and Supra Telecommunications and Information Systems, Inc. (Supra) filed a notice of adoption in its entirety of the interconnection agreement and any amendments to this agreement, approved by the Commission as of the issuance of this Order, entered into and between BellSouth and AT&T Communications of the Southern States, Inc., pursuant to 47 U.S.C. §252(i) of the Telecommunications Act of 1996 (the Act). This agreement was approved by the Commission by Order No. PSC-97-0724-FOF-TP, issued on June 19, 1997, and is incorporated by reference herein. A copy of the agreement and the approved amendments may be obtained from the official docket file by contacting our Division of Records and Reporting.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(i) requires that a local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved by the state commission to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety. Further, Section

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 001097-TP EXHIBIT NO. 11
COMPANY/ BellSouth
WITNESS: _____
DATE: 5-3-01

ORDER NO. PSC-99-2304-FOF-TP
DOCKET NO. 991696-TP
PAGE 2

252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

The adoption of this agreement shall be effective on the date of issuance of this Order and will expire on the date specified in the agreement or the approved amendments. This agreement governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. §251. Upon review of the proposed adoption, we find that it complies with the Act; thus, we hereby approve it. We note that we hereby approve the adoption of the amendments to the agreement that we have approved as of the issuance of this Order. BellSouth and Supra are also required to file any subsequent supplements or modifications to this agreement with the Commission for review under the provisions of 47 U.S.C. §252(e).

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that BellSouth Telecommunications, Inc. and Supra Telecommunications and Information Systems, Inc.'s adoption in its entirety of BellSouth Telecommunications, Inc. and AT&T Communications of the Southern States, Inc.'s interconnection agreement and all amendments to this agreement, approved by this Commission as of the issuance of this Order, and incorporated by reference in this Order, is hereby approved. A copy of the agreement and the approved amendments may be obtained as specified in the body of this Order. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that this docket is hereby closed.

ORDER NO. PSC-99-2304-FOF-TP
DOCKET NO. 991696-TP
PAGE 3

By ORDER of the Florida Public Service Commission, this 30th
_day of November, 1999.

/s/ Blanca S. Bayó

BLANCA S. BAYÓ, Director
Division of Records and Reporting

This is a facsimile copy. A signed
copy of the order may be obtained by
calling 1-850-413-6770.

(S E A L)

KMP

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Attachment 1 of this Agreement.

22.6 Applicable Law

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Florida other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue.

22.7 Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

22.8 Amendments or Waivers

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

22.9 Severability

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

22.10 Entire Agreement

This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 001097-A EXHIBIT NO. 12

COMPANY/

WITNESS: BellSouth

DATE: 5-3-01

FL6/10/97

Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

22.11 Survival of Obligations

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

22.12 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

22.13 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.