BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY OF OLUKAYODE A. RAMOS

ON BEHALF OF

SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

DOCKET No. 001097-TP

February 8, 2002

Q. PLEASE STATE YOUR NAME AND ADDRESS.

A. My name is Olukayode A. Ramos. My business address is 2620 SW 27th Avenue, Miami, Florida 33133.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT POSITION?

A. I am Founder, Chairman and CEO of Supra Telecommunications & Information Systems, Inc. ("Supra" or the "Corporation").

Q. WHAT ARE YOUR PRESENT RESPONSIBLITIES?

A. As CEO of Supra, I am responsible for all aspects of Supra's operations and financial performance. I am responsible for setting the strategic direction for Supra, including which expansion territories are priorities, what new and innovative products we should be striving to offer our customers, and how best to maximize Supra's resources. Managerial staffs under my direct supervision provide me with operational results, on a daily basis, of BellSouth's performance on all aspects of the Supra/BellSouth Interconnection Agreement ("Agreement"). In an effort to stay tuned to what Supra's customers are experiencing and to keep abreast of Order Processing issues, I often times work as a Customer Service Representative at

DOCUMENT NUMBER-DATE
01572 FEB 11 02
FPSC-COMMISSION CLERK

Supra's operational center. It gives me great insight to be able to hear, directly what our existing customers as well as potential customers have to say.

Q. PLEASE PROVIDE INFORMATION ON YOUR BACKGROUND AND EXPERIENCE.

A. I received a Bachelor of Science Degree, with Honors, in Accounting from the University of Lagos in 1981. In 1982, I became a Certified Public Accountant and a member of the Association of Chartered Certified Accountants (ACCA) in England and Wales. I attended the London School of Accountancy for post-graduate studies. I have attended extensive management training programs with Motorola, Lucent, Nortel, Telcordia (formally known as Bellcore), Alcatel, BellSouth, AT&T, Verizon (formally known as Bell Atlantic), Dialogic, Nokia, Xerox, and others.

I incorporated the Supra group of companies in 1983 while working for the Nigerian government at the Nigerian Sugar Company, Limited. The Nigerian Sugar Company employed over 30,000 employees. I served as the Chief Financial Officer of the Nigerian Sugar Company from 1982 to 1991, after which I resigned to pursue a career in the private sector. While working for the Nigerian Sugar Company, I obtained a great deal of experience working with the Nigerian government and multi-national corporations. I represented the Nigerian government on the boards of directors of the Nigerian National Petroleum Corporation (1986-1987), the National Insurance Corporation of Nigeria (1988-1990), and the Nigerian Telecommunications Corporation (1990-1993). I authored a report that established the basis of a national policy on sugar by the Nigerian government.

In 1994, I incorporated Supra in the State of Florida for the manufacture and sale of telecommunications equipment. Upon certification by the Florida Public Service Commission as an alternative local exchange carrier (ALEC) in April 1997, Supra embarked on the provision of alternative local exchange services.

Q. HAVE YOU TESTIFIED PREVIOUSLY ON TELECOMMUNICATIONS ISSUES BEFORE REGULATORY BODIES AND COMMERCIAL ARBITRATION PANELS? IF SO, BRIEFLY DESCRIBE THE PURPOSE OF YOUR TESTINMONY.

A. Yes. I have testified on telecommunications issues before the Federal Communications Commission ("FCC"), state regulatory commissions of Florida, California, Georgia, Oklahoma, Illinois, Vermont, Connecticut, Texas and Nevada as well as a commercial arbitration panel regarding (i) implementation of the Telecommunications Act of 1996 ("TA"); (ii) resolution of various interconnection issues between Supra and ILECs; (iii) "merger conditions" on the acquisition of Ameritech and GTE by Southwestern Bell Telephone Company ("SWBT") and Verizon (formerly known as Bell Atlantic) respectively; and (iv) Operations Support Systems, Collocation and UNEs. I have also made presentations at industry forums.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to provide information to this Commission concerning the history of the parties' relationship which brings us to this proceeding, so that this Commission can fully understand the impact of BellSouth's bad faith tactics on not only Supra, but also the CLEC industry.

Q. CAN YOU DESCRIBE FROM THE BEGINNING THE RELATIONSHIP BETWEEN BELLSOUTH AND SUPRA?

A. It has been a tortuous relationship for Supra as BellSouth has acted in bad faith at every turn; my initial hope quickly turned to despair. From the beginning of the relationship between the two corporations, BellSouth has exploited and continues to exploit its monopoly power, by, among other things, engaging in bad faith negotiations, filing retaliatory lawsuits, and ignoring or delaying the implementation of its obligations under agreements that it has entered into with Supra.

Q. CAN YOU NARRATE HOW THE RELATIONSHIP ALL BEGAN INCLUDING ANY AGREEMENTS THAT SUPRA ENTERED INTO WITH BELLSOUTH?

A. Yes. It all began with the initial contact I made in January 1997, to BellSouth's Mr. Greg Beck regarding the signing of a mutually acceptable Interconnection Agreement between the two companies. At that time, BellSouth presented "a must accept" Resale Agreement and stated that Supra was not allowed to change a single word in the proposed agreement. Furthermore, Mr. Beck, ignoring the unambiguous language of the Telecommunications Act of 1996, informed me that no interconnection agreement negotiations were to be made available for Supra. This same "take it or leave it" approach was used by BellSouth in subsequent agreements that were executed in 1997. The Resale Agreement, a BellSouth template document, was grudgingly executed by Supra on May 19, 1997 (**Exhibit KR-1**). In refusing to negotiate with Supra, BellSouth violated its statutory duty to negotiate in good faith pursuant to Section 251(c)(1) of the Telecommunications Act,

as well as 47 CFR § 51.301(c)(5). Supra and BellSouth also entered into a collocation agreement, dated July 24, 1997.

Q. DID SUPRA AND BELLSOUTH SIGN OTHER AGREEMENTS IN 1997?

A. Yes. In or about September 1997, I requested of Mr. Patrick Finlen, one of BellSouth's negotiators, that Supra be allowed to adopt the AT&T Agreement pursuant to Section 252(i) of the Telecommunications Act of 1996. 47 U.S.C. § 252(i). **See Exhibit KR-2.** The AT&T/BellSouth Agreement is inclusive of Resale, Collocation and Interconnection and was signed on or about June 10, 1997. In response to my request, on or about October 1997, Mr. Finlen sent Supra a completely different agreement. **See Exhibit KR-3** ("Fraudulent Agreement").. Mr. Finlen, at that time, stated that the agreement he sent was, in fact, the AT&T/BellSouth Agreement. **Composite Exhibit KR-4 (Testimony of Pat Finlen, TR, Vol. I, pg. 66-75, In. 14)**.

In reliance on Mr. Finlen's statement that the agreement he sent to Supra was the AT&T/BellSouth Agreement, I executed the different agreement on or about October 23, 1997 (**Exhibit KR-3).** Not only did BellSouth fail to provide Supra with the BellSouth/AT&T Interconnection Agreement, but it also **materially altered** the agreement *before* filing it at the Florida Public Service Commission ("FPSC") for approval. The most significant alteration made by BellSouth was the deletion of those provisions in Attachment 2, which imposed the obligation on BellSouth to provide Supra with combined Unbundled Network Elements. **Composite Exhibit**

KR-4 (Testimony of Pat Finlen, TR, Vol. I, pg. 93, ln. 23-25; pg. 94-95). As acknowledged by BellSouth witness Pat Finlen, Paragraph 1 of Attachment 11 was also modified to delete any reference to BellSouth providing pricing of "Combinations" and the signature pages were switched. None of the alterations made by BellSouth in the Agreement had ever been agreed to by Supra. It is no coincidence that the fraudulent alterations were made after the October 14, 1997 opinion in Iowa Utilities Board v. Federal Communications Commission, 120 F. 3d 753 (8th Cir. 1997). That opinion arguably called into question whether an ILEC was obligated to provide combined UNEs to a CLEC. Although the United States Supreme Court has since reversed the Eighth Circuit on this issue, at that time BellSouth would not have been under an obligation to provide UNEs unless it had agreed to do so by contract.

Q. WHAT DID THE LANGUAGE SPECIFICALLY PROVIDE IN ATTACHMENT 2 THAT WAS DELETED BY MR. FINLEN?

A. The omitted section, which was a part of the original Interconnection Agreement between the parties, provided the following language in Attachment 2:

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

Composite Exhibit KR-4 (See also Testimony of Pat Finlen, TR, Vol I, pg. 27, In 23-25; pg. 28, In 1-20). In addition to the "Unbundled Service Combinations", Attachment 2 also provided in paragraphs 1.1.3 and 1.1.4 in pertinent part as follows:

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.

[Exhibit KR-5 (Attachment 2)]

Q. DID THE FPSC APPROVE THE PARTIES AGREEMENT FRAUDULENTLY ALTERED BY BELLSOUTH?

A. Yes. On or about November 24, 1997, BellSouth unilaterally petitioned the FPSC on behalf of itself and Supra, to approve the BellSouth "Fraudulent Agreement." BellSouth knew that the November 24, 1997, Petition was a fraudulent request on

the FPSC. On or about February 3, 1998, the FPSC entered an Order entitled, Order Approving Resale, Interconnection, And Unbundling Agreement, which approved the BellSouth Fraudulent Agreement. At the time of BellSouth's Petition and the FPSC Order, Supra was unaware that BellSouth had altered the Interconnection Agreement. Had Supra been made aware of both the alterations and BellSouth's filing of the document, Supra would have objected to such.

Q. CAN YOU DESCRIBE THE CIRCUMSTANCES UNDER WHICH SUPRA DISCOVERED THAT BELLSOUTH HAD FRAUDUNLENTLY ALTERED THE PARTIES INTERCONNECTION AGREEMENT?

A. Yes, but Supra's David Nilson will address that in his Direct testimony.

Q. DID SUPRA ENTER INTO ANY OTHER AGREEMENTS WITH BELLSOUTH?

A. Yes. Supra adopted the AT&T/BellSouth Agreement on October 5, 1999.

Q. ARE YOU FAMILIAR WITH THE NEGOTIATIONS, INTENT AND CONTENTS OF THE ADOPTED AGREEMENT?

A. Yes. I was heavily involved in the negotiations of the adoption of the agreement on behalf of Supra. Supra's Wayne Stavanja initiated the adoption process via a letter dated August 20, 1999. The letter advised BellSouth that pursuant to Section 252(i) of the TA, Supra would adopt the BellSouth/AT&T interconnection agreement dated June 10, 1997. A copy of the letter is attached as **Exhibit KR-6.** On August 25, 1999, in an unusually fast response time, BellSouth's Mr. Finlen replied to Supra's request. .A copy of the letter is attached as **Exhibit KR- 7.** Specifically, Mr.

Finlen once again tried to substitute the more favorable language of Attachment 15 of the BellSouth/AT&T agreement with different language not requested by Supra. Mr. Finlen, in an effort to *"sell me"* on BellSouth's position regarding this language, informed me on a call that Supra must substitute Attachment 15 of the BellSouth/AT&T agreement with BellSouth's proposed language since AT&T owes BellSouth over $7 million for money spent by BellSouth on the development of EC-Lite, the ordering interface purportedly used by AT&T. Mr. Finlen went further to state that if Supra adopted the AT&T agreement "as is", then Supra would become liable for its share of that debt. Based on that conversation, Supra immediately contacted the FPSC and employees of AT&T and discovered that the information provided by Mr. Finlen was an outright lie. Pursuant to Supra's findings, Wayne then wrote another letter dated August 31, 1999 to Mr. Finlen informing BellSouth that Supra would proceed with the adoption of the BellSouth/AT&T agreement "as is." A copy of the letter is attached as **Exhibit KR-8.** In yet another unusually fast response, in a letter dated September 7, 1999, Mr. Finlen responded to our adoption request. A copy of the letter is attached as **Exhibit KR-9.**

On or about October 5, 1999, BellSouth *finally* allowed Supra to adopt the BellSouth/AT&T Interconnection Agreement pursuant to Section 252(i) of the Telecommunications Act, despite the fact that Supra made the initial request in or about September 1997 and BellSouth's Finlen represented to Supra that the Fraudulent Agreement was indeed the BellSouth/AT&T Agreement. Subsequent events proved otherwise. In fact, in order to dissuade Supra from adopting the AT&T Agreement, Mr. Finlen informed Supra that Supra would be assuming a $7 million debt (resulting from expenses incurred in developing the interface known as EC Lite) if it went forward with the adoption. Supra later learned that BellSouth's cost

avoidance studies showed that the development of EC Lite would have actually cost AT&T and BellSouth approximately $120,000.00, as opposed to $7,000,000.00. Of course, as EC Lite was never fully developed, Mr. Finlen's threat to charge Supra $7,000,000.00 becomes even more absurd.

Q. HOW IS THIS RELEVANT TO THIS PROCEEDING?

A. Supra hopes that this Commission will consider the totality of the facts in this case, as well as the specific evidence of BellSouth's bad faith tactics, in reaching a fair and just conclusion. As more fully discussed in Mr. Nilson's testimony, BellSouth has engaged in a consistent manner, with tortious intent to harm Supra by denying Supra the ability to order and thereby provide service using Unbundled Network Element Combinations. This conduct has not only harmed Supra, but also the entire CLEC industry, as well as the consumers whom Congress had intended to benefit from competition yet-to-be fully fostered by the Telecommunications Act of 1996.

Q. DOES THIS CONCLUDE THE CONENT OF YOUR DIRECT TESTIMONY?

A. Yes it does.

Olukayode A. Ramos

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The execution of the foregoing instrument was acknowledged before me this 8th day of February, 2002, by Olukayode A. Ramos, who [X] is personally known to me or who [] produced _____ as identification and who did take an oath.

My Commission Expires:

NOTARY PUBLIC
State of Florida at Large

Print Name:

Adenet Medacier
Commission # DD 035322
Expires June 20, 2005
Bonded Thru
Atlantic Bonding Co., Inc

OFFICE COPY BELLSOUTH

BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, Florida 32301-1556

904 224-7798
Fax 904 224-5073

A. M. Lombardo
Regulatory Vice President

Docket No. 001097-TL
Kayode Ramos Exhibit No. KR-1

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

A. M. Lombardo
Regulatory Vice President

EXHIBIT 1

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 condtions 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. Hendrix
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.

STATE	DISCOUNT RESIDENCE	DISCOUNT BUSINESS
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.

	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.

KR-2

WITHDRAWN

INTERCONNECTION AGREEMENT
BETWEEN BELLSOUTH TELECOMMUNICATIONS INC.
AND Supra Telecommunications and Information Systems, Inc.

EXHIBIT 3

TABLE OF CONTENTS

General Terms and Conditions
Part A

1. Purpose
2. Term of the Agreement
3. Ordering Procedures
4. Parity
5. White Pages Listings
6. Bona Fide Request Process for Further Unbundling
7. Liability and Indemnification
8. Intellectual Property Rights
9. Treatment of Proprietary and Confidential Information
10. Assignments
11. Resolution of Disputes
12. Limitation of Use
13. Taxes
14. Force Majeure
15. Year 2000 Compliance
16. Modification of Agreement
17. Waivers
18. Governing Law
19. Arm's Length Negotiations
20. Notices
21. Rule of Construction
22. Headings of No Force or Effect
23. Multiple Counterparts
24. Entire Agreement

Part B - Definitions

Attachment 1 - Resale
Attachment 2 - Unbundled Network Elements
Attachment 3 - Local Interconnection
Attachment 4 - Collocation - Master Agreement
Attachment 5 - Access to Numbers and Number Portability
Attachment 6 - Ordering and Provisioning
Attachment 7 - Billing
Attachment 8 - Rights-of-Way, Conduits and Pole Attachment
Attachment 9 - Bona Fide Request Process
Attachment 10- Performance Measurements
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___ _____. 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

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning October 23, 1997.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements 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 Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

3. Ordering Procedures

Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.

4. Parity

The services and service provisioning that BellSouth provides Supra Telecommunications and Information Systems, Inc. for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide Supra Telecommunications and Information Systems, Inc. with pre-ordering, ordering, maintenance and trouble reporting, and daily

usage data functionality that will enable Supra Telecommunications and Information Systems, Inc. to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide Supra Telecommunications and Information Systems, Inc. with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other ALEC. BellSouth will provide number portability to Supra Telecommunications and Information Systems, Inc. and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. White Pages Listings

BellSouth shall provide Supra Telecommunications and Information Systems, Inc. and their customers access to white pages directory listings under the following terms:

5.1 Listings. BellSouth or its agent will include Supra Telecommunications and Information Systems, Inc. residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Supra Telecommunications and Information Systems, Inc. and BellSouth subscribers.

5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Supra Telecommunications and Information Systems, Inc. or its subscribers provided that Supra Telecommunications and Information Systems, Inc. provides subscriber listing information to BellSouth at no charge.

5.3 Procedures for Submitting Supra Telecommunications and Information Systems, Inc. Subscriber Information. BellSouth will provide to Supra Telecommunications and Information Systems, Inc. a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Supra Telecommunications and Information Systems, Inc. will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based).

5.4 Unlisted Subscribers. Supra Telecommunications and Information Systems, Inc. will be required to provide to BellSouth the names, addresses and telephone numbers of all Supra Telecommunications and Information Systems, Inc. customers that wish to be omitted from directories.

5.5 Inclusion of Supra Telecommunications and Information Systems, Inc. Customers in Directory Assistance Database. BellSouth will include and maintain Supra Telecommunications and Information Systems, Inc. subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and Supra Telecommunications and Information Systems, Inc. will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

5.6 Listing Information Confidentiality. BellSouth will accord Supra Telecommunications and Information Systems, Inc. 's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Supra Telecommunications and Information Systems, Inc. 's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Supra Telecommunications and Information Systems, Inc. subscribers at no charge.

6. Bona Fide Request Process for Further Unbundling

BellSouth shall, upon request of Supra Telecommunications and Information Systems, Inc. , provide to Supra Telecommunications and Information Systems, Inc. access to its unbundled elements at any technically feasible point for the provision of Supra Telecommunications and Information Systems, Inc. 's telecommunications service where such access is necessary and failure to provide access would impair the ability of Supra Telecommunications and Information Systems, Inc. to provide services that it seeks to offer. Any request by Supra Telecommunications and Information Systems, Inc. for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request process set forth in Attachment 9.

7. Liability and Indemnification

7.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or

uncollectible Supra Telecommunications and Information Systems, Inc. revenues.

7.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor Supra Telecommunications and Information Systems, Inc. shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.3 Limitation of Liability.

7.3.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third for (I) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs on contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

7.3.3 Neither BellSouth nor Supra Telecommunications and Information Systems, Inc. shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data.

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

7.4 Indemnification for Certain Claims. BellSouth and Supra Telecommunications and Information Systems, Inc. providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.

7.5 No liability for Certain Inaccurate Data. Neither BellSouth nor Supra Telecommunications and Information Systems, Inc. assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

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

8. Intellectual Property Rights and Indemnification

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Supra Telecommunications and Information Systems, Inc. is strictly prohibited from any use, including but not limited to in sales, in marketing or

advertising of telecommunications services, of any BellSouth name, service mark or trademark.

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

8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

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

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

8.4.3 In the event 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of

the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

9. Treatment of Proprietary and Confidential Information

9.1 Confidential Information. It may be necessary for BellSouth and Supra Telecommunications and Information Systems, Inc. to provide each other 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, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and Supra Telecommunications and Information Systems, Inc. shall receive such Information and not disclose such Information. BellSouth and Supra Telecommunications and Information Systems, Inc. shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Supra Telecommunications and Information Systems, Inc. with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and Supra Telecommunications and Information Systems, Inc. will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

9.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or Supra Telecommunications and Information Systems, Inc. to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disciosed by a Party other than BellSouth or Supra Telecommunications and

Information Systems, Inc. ; (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.

10. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. 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, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. Limitation of Use

The Parties agree that this Agreement shall not be offered 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.

13. Taxes

13.1 Definition. For purposes of this Section 14, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

13.2 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

13.2.2 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.

13.3 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even it the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

13.3.2 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 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.

13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis 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 payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

13.3.5 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.

13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.3.7 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.

13.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

13.4.1 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.

13.4.2 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.

13.4.3 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, the Parties shall consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.5 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.

14. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt

notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

15. Year 2000 Compliance

All software and related materials (collectively called "Software") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

16. Modification of Agreement

16.1 BellSouth shall make available to Supra Telecommunications and Information Systems, Inc. any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the parties shall adopt such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.

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

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

16.4 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 Supra Telecommunications and Information Systems, Inc. or BellSouth to perform any material terms of this Agreement, Supra Telecommunications and Information Systems, Inc. or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

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

17. Waivers

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

18. 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.

19. 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.

20. Notices

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 Grables, 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

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.	**Supra Telecommunications and Information Systems, Inc.**
_____	_____
Signature	Signature
Director - Interconnection Services	_____
Title	Title
_____	_____
Date	Date

Definitions

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

Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.

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

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Record (EMR) format exchanged from BellSouth to an OLEC.

Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by BellCore's Credit Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than Supra Telecommunications and Information Systems, Inc. ; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or Supra Telecommunications and Information Systems, Inc. to an end user of BellSouth or Supra Telecommunications and Information Systems, Inc. .

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and

specified in Section A3. of BellSouth's General Subscriber Service Tariff. Local Traffic does not include traffic that originates from or terminates to an enhanced service provider or information service provider.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

Non-Intercompany Settlement System (NICS) is the BellCore system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local , interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between Supra Telecommunications and Information Systems, Inc. designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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

RESALE

This Attachment has been agreed to under separate agreement.

Attachment 1

Resale

Attachment 2

Unbundled Network Elements

TABLE OF CONTENTS

1. INTRODUCTION 2

2. UNBUNDLED SERVICE COMBINATIONS (USC) 2

3. UNBUNDLED LOOPS 3

4. INTEGRATED DIGITAL LOOP CARRIERS 5

5. NETWORK INTERFACE DEVICE 6

6. UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM 7

7. UNBUNDLED NETWORK TERMINATING WIRE (UNTW) 7

8. SUB-LOOP ELEMENTS 8

9. UNBUNDLED SUB-LOOP (USL) 8

10. UNBUNDLED SUB-LOOP CONCENTRATION SYSTEMS (USLC) 9

11. LOCAL SWITCHING 10

12. TRANSPORT 15

13. OPERATOR SYSTEMS 27

14. SIGNALING 29

15. SIGNALING TRANSFER POINTS (STPS) 30

16. SERVICE CONTROL POINTS/DATABASES 35

17. DARK FIBER 44

18. SS7 NETWORK INTERCONNECTION 45

19. BASIC 911 AND E911 49

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)

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.

3.2.4 The OC and EI features will be provided as chargeable options on SL1 loops. The OC feature will alllow 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 descretion 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 exits. 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 se rvices 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.

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.

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.

5.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.

5.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

5.2.4 The NID shall be capable of withstanding all normal local environmental variations.

5.2.5 Where feasible, the NID shall be physically accessible to Supra Telecommunications and Information Systems, Inc. designated personnel. In cases where entrance to the customer premises is required to give access to the NID, Supra Telecommunications and Information Systems, Inc. shall obtain entrance permission directly from the customer.

5.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, Supra Telecommunications and Information Systems, Inc. may connect its loop to any spare capacity on the BST NID. Where necessary to comply with an effective Commission order, BST will allow Supra Telecommunications and Information Systems, Inc. to disconnect the BST loop from the BST NID in order to connect Supra Telecommunications and Information Systems, Inc. 's loop to the BST NID. In these cases, Supra Telecommunications and Information Systems, Inc. accepts all liability associated with this process and it is Supra Telecommunications and Information Systems, Inc. 's responsibility to make sure the disconnected BST loop is properly grounded.

5.3 Interface Requirements

5.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.

5.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

5.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

5.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

5.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

5.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

6. Unbundled Loop Concentration (ULC) System

6.1.1 BellSouth will provide to Supra Telecommunications and Information Systems, Inc. unbundled loop concentration. Loop concentration systems in the central office concentrate the signals transmitted over local loops. Unbundled loop concentration will allow up to 96 BST loops to be concentrated onto multiple DS1s. The DS1s carrying the loops will be terminated into Supra Telecommunications and Information Systems, Inc. 's collocation space. Rates for loop concentration are as set forth in Attachment 11.

7. Unbundled Network Terminating Wire (UNTW)

7.1.1 BellSouth agrees to offer its Network Terminating Wire to Supra Telecommunications and Information Systems, Inc. pursuant to the following terms and conditions and rates set forth in Attachment 1.1

7.2 Definition

7.2.1 NTW is twisted copper wire that extends from BST's point-of-entry into a multi-tenant building (MTB) or multi-dwelling unit (MDU) to the NID at the end-users location.

7.3 Technical Requirements

7.3.1 In these scenarios, Supra Telecommunications and Information Systems, Inc. would be required to place a cross-box; terminal; or other similar device and deliver a cable to the BST terminal located at the buildings point-of-entry or garden terminal. BST would then connect Supra Telecommunications and Information Systems, Inc. 's cable to a cross-connect panel within the BST terminal.

7.3.2 This arrangement would then provide Supra Telecommunications and Information Systems, Inc. with connectivity from its feeder and/or distribuition facilities (terminated in ALEC's terminal) to the NTW and the NID at the end-user premises.

8. **Sub-loop Elements**

8.1.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its Unbundled Sub-Loop (USL) andUnbundled Sub-Loop Concentration (USLC) elements.

9. **Unbundled Sub-loop (USL)**

9.1 Definition

9.1.1 Unbundled Sub-Loop provides connectivity between the NID component of the unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault.Riser Cable that extends from BST's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a paricular floor or office space in a multi-tentant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as 2-wire or 4-wire circuits and will include a NID.

9.1.2 The Unbundled Sub-Loop may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If Supra Telecommunications and Information Systems, Inc. requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to Supra Telecommunications and Information Systems, Inc. .

9.2 Requirements for All Unbundled Sub-Loop

9.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

9.2.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.

9.2.3 Unbundled Sub-Loop shall be equal to or better than all of the applicable requirements set forth in the following technical references:

9.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and

9.2.3.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."

9.3 Interface Requirements

9.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

9.3.1.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994;

9.3.1.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;

9.3.1.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";

9.3.1.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991)

10. **Unbundled Sub-Loop Concentration System (USLC)**

10.1.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Supra Telecommunications and Information Systems, Inc. unbundled sub-loop concentration (USLC). USLC systems provide Supra Telecommunications and Information Systems, Inc. with the ability to concentrate up to 96 of its sub-loops onto multiple DS1s back to the BST Central Office. The DS1s will then be terminated into Supra Telecommunications and Information Systems, Inc. 's collocation space.

10.1.2 In these scenarios, Supra Telecommunications and Information Systems, Inc. would be required to place a cross-box; remote terminal (RT); or other similar device and deliver a cable to the BST remote terminal. This cable would be connect to a cross-connect panel within the BST RT and would allow Supra Telecommunications and Information Systems, Inc. 's sub-loops to then be placed on the ULSC and transport to their collocation space at a DS1 level.

11. Local Switching

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

11.1 Definition

11.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to Supra Telecommunications and Information Systems, Inc. 's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and Supra Telecommunications and Information Systems, Inc. shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

11.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Supra Telecommunications and Information Systems, Inc. purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Supra

Telecommunications and Information Systems, Inc. customers may use the same dialing arrangements as BellSouth customers, but obtain an Supra Telecommunications and Information Systems, Inc. branded service.

11.2 **Technical Requirements**

11.2.1 The requirements set forth in this Section 5.2 apply to Local Switching, but not to the Data Switching function of Local Switching.

11.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

11.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

11.2.1.3 Subject to sections 5.1.1 and 5.1.2, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Supra Telecommunications and Information Systems, Inc. will be made pursuant to the Bona Fide Request Process of Attachment 9.

11.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

11.2.1.5 BellSouth shall activate service for an Supra Telecommunications and Information Systems, Inc. customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Supra Telecommunications and Information Systems, Inc. 's services without loss of switch feature functionality as defined in this Agreement.

11.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

11.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

11.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.

11.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

11.2.1.10 Special Services provided by BellSouth will include the following:

11.2.1.10.1 Essential Service Lines;

11.2.1.10.2 Telephone Service Prioritization;

11.2.1.10.3 Related services for handicapped;

11.2.1.10.4 Soft dial tone where required by law; and

11.2.1.10.5 Any other service required by law.

11.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

11.2.1.12 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

11.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Supra Telecommunications and Information Systems, Inc. , upon a reasonable request from Supra Telecommunications and Information Systems, Inc. .

11.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

11.2.1.14.1 Basic and primary rate ISDN;

11.2.1.14.2 Residential features;

11.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);

11.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

11.2.1.14.5 Advanced intelligent network triggers supporting Supra Telecommunications and Information Systems, Inc. and BellSouth service applications.

BellSouth shall offer to Supra Telecommunications and Information Systems, Inc. all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

11.2.1.14.5.1 Off-Hook Immediate

11.2.1.14.5.2 Off-Hook Delay

11.2.1.14.5.3 Termination Attempt

11.2.1.14.5.4 6/10 Public Office Dialing Plan

11.2.1.14.5.5 Feature Code Dialing

11.2.1.14.5.6 Customer Dialing Plan

11.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Supra Telecommunications and Information Systems, Inc. :

11.2.1.14.6.1 Private EAMF Trunk

11.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

11.2.1.14.6.3 N11

11.2.1.14.6.4 Automatic Route Selection

11.2.1.15 Where capacity exists, BellSouth shall assign each Supra Telecommunications and Information Systems, Inc. customer line the class of service designated by Supra Telecommunications and Information Systems, Inc. (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Supra Telecommunications and Information Systems, Inc. customers to Supra Telecommunications and Information Systems, Inc. directory assistance operators at Supra Telecommunications and Information Systems, Inc. 's option.

11.2.1.16 Where capacity exists, BellSouth shall assign each Supra Telecommunications and Information Systems, Inc. customer line the class of services designated by Supra Telecommunications and Information Systems, Inc. (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Supra

Telecommunications and Information Systems, Inc. customers to Supra Telecommunications and Information Systems, Inc. operators at Supra Telecommunications and Information Systems, Inc. 's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Supra Telecommunications and Information Systems, Inc. Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

11.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

11.2.1.17.1 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

11.2.1.17.2 BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

11.2.1.17.3 BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

11.2.1.17.4 BellCore SR-NWT-002247, AIN Release 1 Update.

11.2.2 **Interface Requirements**

11.2.2.1 BellSouth shall provide the following interfaces to loops:

11.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (*e.g.*, for calling number, calling name and message waiting lamp);

11.2.2.3 Coin phone signaling;

11.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;

11.2.2.5 Two-wire analog interface to PBX;

11.2.2.5.1 Four-wire analog interface to PBX;

11.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

11.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

11.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

11.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

11.2.2.10 BellSouth shall provide access to the following but not limited to:

11.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Supra Telecommunications and Information Systems, Inc. ;

11.2.2.12 Interface to Supra Telecommunications and Information Systems, Inc. operator services systems or Operator Services through appropriate trunk interconnections for the system; and

11.2.2.13 Interface to Supra Telecommunications and Information Systems, Inc. directory assistance services through the Supra Telecommunications and Information Systems, Inc. switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Supra Telecommunications and Information Systems, Inc. required access to interexchange carriers as requested through appropriate trunk interfaces.

12. **Transport**

BellSouth agrees to offer access to unbundled transport including Shared Transport, Dedicated Transport, Tandem Switching and Digital Cross Connect System pursuant to following terms and conditions and at the rates set forth in Attachment 11.

12.1 **Definition of Shared Transport**

Shared Transport is an interoffice transmission path between BellSouth Network Elements. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

12.2 **Technical Requirements of Shared Transport**

12.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

12.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Shared Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

12.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

12.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

12.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

12.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

12.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

12.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

12.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

12.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

12.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

12.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

12.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

12.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

12.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

12.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

12.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

12.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

12.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

12.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

12.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

12.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

12.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

12.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

12.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

12.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

12.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

12.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

12.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

12.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;

12.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

12.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

12.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

12.3 **Dedicated Transport**

12.3.1 **Definition**

12.3.1.1 Dedicated Transport is an interoffice transmission path between BellSouth central offices unbundled from local switching.

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

12.3.1.2.1 As capacity on a shared facility.

12.3.1.2.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Supra Telecommunications and Information Systems, Inc. .

12.3.1.3 When Dedicated Transport is provided as a system it shall include:

12.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

12.3.1.4 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

12.3.2 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

12.3.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1, DS3) shall be dedicated to Supra Telecommunications and Information Systems, Inc. designated traffic.

12.3.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

12.3.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

12.3.2.4 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

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

12.3.2.5.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);

12.3.2.5.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);

12.3.2.5.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an Supra Telecommunications and Information Systems, Inc. service node.

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

12.3.2.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to Supra Telecommunications and Information Systems, Inc. 's architectural requirements. This includes, but is not limited to:

1. Facility routing and termination points,

2. Interface selection among those available on the system,

3. System provisionable parameters. This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.

12.3.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:

12.3.3.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.

12.3.3.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

12.3.3.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

12.3.3.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

12.3.3.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

12.3.3.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

12.3.3.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

12.3.3.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

12.3.3.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

12.3.3.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

12.3.3.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

12.3.3.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

12.4 **Tandem Switching**

12.4.1 **Definition**

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

12.4.2 **Technical Requirements**

12.4.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

12.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

12.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by Supra Telecommunications and Information Systems, Inc. and BellSouth;

12.4.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability

12.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Supra Telecommunications and Information Systems, Inc. ;

12.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

12.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

12.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

12.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.

12.4.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

12.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

12.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by Supra Telecommunications and Information Systems, Inc. . Tandem Switching will provide recording of all billable events as jointly agreed to by Supra Telecommunications and Information Systems, Inc. and BellSouth.

12.4.2.6 Upon a reasonable request from Supra Telecommunications and Information Systems, Inc. , BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Supra Telecommunications and Information Systems, Inc. .

12.4.2.7 BellSouth shall maintain Supra Telecommunications and Information Systems, Inc. 's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

12.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

12.4.2.9 Tandem Switching shall route calls to BellSouth or Supra Telecommunications and Information Systems, Inc. endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by Supra Telecommunications and Information Systems, Inc. , where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by Supra Telecommunications and Information Systems, Inc. and BellSouth. Such plans shall meet Supra Telecommunications and Information Systems, Inc. requirements for routing calls through the local network.

12.4.2.10 Tandem Switching shall process originating toll-free traffic received from a CLEC local switch.

12.4.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

12.4.3 **Interface Requirements**

12.4.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

12.4.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

12.4.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

12.4.3.4 Tandem Switching shall interconnect with Supra Telecommunications and Information Systems, Inc. 's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At Supra Telecommunications and Information Systems, Inc. 's request, Tandem Switching shall record and keep records of traffic for billing.

12.4.3.5 Tandem Switching shall provide an alternate final routing pattern for Supra Telecommunications and Information Systems, Inc. traffic overflowing from direct end office high usage trunk groups.

12.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to Supra Telecommunications and Information Systems, Inc.) each of the requirements for Tandem Switching set forth in the following technical references:

12.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

12.4.4.2 GR-905-CORE covering CCSNIS;

12.4.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection

12.5 **Digital Cross-Connect System (DCS)**

12.5.1 **Definition**

12.5.1.1 DCS provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (*e.g.*,

STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

12.5.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.

12.5.1.3 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.

12.6 **DCS Technical Requirements**

12.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by Supra Telecommunications and Information Systems, Inc. .

12.6.2 Where technically available in BellSouth's DCS system and supported by BellSouth's network management software, DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

12.6.3 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.

12.6.4 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.

12.6.5 BellSouth shall provide various types of Digital Cross-Connect Systems including:

12.6.5.1 DS0 cross-connects (typically termed DCS 1/0);

12.6.5.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

12.6.5.3 DS3 cross-connects (typically termed DCS 3/3);

12.6.5.4 STS-1 cross-connects; and

12.6.5.5 Other technically feasible cross-connects designated by Supra Telecommunications and Information Systems, Inc. .

12.6.6 DCS shall continuously monitor protected circuit packs and redundant common equipment.

12.6.7 Where technically available in BellSouth's DCS System, DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

12.6.8 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

12.6.9 BellSouth shall make available to Supra Telecommunications and Information Systems, Inc. spare facilities and equipment necessary for provisioning repairs, as it does for itself and for its own customers.

12.6.10 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (*e.g.*, Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

12.6.11 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.

12.6.12 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide multipoint bridging of multiple channels to other DCSs. Supra Telecommunications and Information Systems, Inc. may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

12.6.13 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by Supra Telecommunications and Information Systems, Inc. .

12.6.14 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform signaling conversion and data conditioning as designated by Supra Telecommunications and Information Systems, Inc. .

12.7 **DCS Interface Requirements**

12.7.1 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.,

12.7.2 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and ITU standards.

12.7.3 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and , ITU standards.

12.7.4 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore, ANSI and , ITU , standards.

12.8 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:

12.8.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

12.8.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

12.8.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

12.8.4 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

12.8.5 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

12.8.6 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

12.8.7 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

12.8.8 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

12.8.9 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

12.8.10 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

12.8.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

12.8.12 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

12.8.13 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

12.8.14 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

12.8.15 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

12.8.16 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

12.8.17 GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

12.8.18 GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and

12.8.19 TR-NWT-000776, Network Interface Description for ISDN Customer Access.

13. **Operator Systems**

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in Attachment 11.

13.1 **Definition**

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

13.2 **Operator Service**

13.2.1 **Definition**

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

13.2.2 **Requirements**

13.2.2.1 When Supra Telecommunications and Information Systems, Inc. requests BellSouth to provide Operator Services, the following requirements apply:

13.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

13.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

13.2.2.1.3 BellSouth shall complete calls that are billed to Supra Telecommunications and Information Systems, Inc. customer's calling card that can be validated by BellSouth.

13.2.2.1.4 BellSouth shall complete person-to-person calls.

13.2.2.1.5 BellSouth shall complete collect calls.

13.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

13.2.2.1.7 BellSouth shall complete station-to-station calls.

13.2.2.1.8 BellSouth shall process emergency calls.

13.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

13.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

13.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

13.2.2.2 BellSouth shall adhere to equal access requirements, providing Supra Telecommunications and Information Systems, Inc. local customers the same IXC access as provided to BellSouth customers.

13.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Supra Telecommunications and Information Systems, Inc. that BellSouth provides for its own operator service.

13.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

13.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Supra Telecommunications and Information Systems, Inc. .

13.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to Supra Telecommunications and Information Systems, Inc. in accordance with the time schedule designated by Supra Telecommunications and Information Systems, Inc. .

13.2.3 **Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Supra Telecommunications and Information Systems, Inc. , the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

13.3 **Directory Assistance Service**

13.3.1 **Definition**

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

13.3.2 **Requirements**

13.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Supra Telecommunications and Information Systems, Inc. 's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, Supra Telecommunications and Information Systems, Inc. may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

13.3.2.2 **Directory Assistance Service Updates**

13.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

13.3.2.2.1.1 New customer connections: BellSouth will provide service to Supra Telecommunications and Information Systems, Inc. that is equal to the service it provides to itself and its customers;

13.3.2.2.1.2 Customer disconnections: BellSouth will provide service to Supra Telecommunications and Information Systems, Inc. that is equal to the service it provides to itself and its customers; and

13.3.2.2.1.3 Customer address changes: BellSouth will provide service to Supra Telecommunications and Information Systems, Inc. that is equal to the service it provides to itself and its customers;

13.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

14. **Signaling**

BellSouth agrees to offer access to unbundled signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Attachment 11. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

14.1 **Definition of Signaling Link Transport**

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

14.2 **Technical Requirements**

14.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

14.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

14.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and

14.2.2.2 As a "D-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

14.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

14.2.3.1 An A-link layer shall consist of two links.

14.2.3.2 A D-link layer shall consist of four links.

14.2.4 A signaling link layer shall satisfy a performance objective such that:

14.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

14.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a D-link layer.

14.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

14.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

14.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

14.3 **Interface Requirements**

14.3.1 There shall be a DS1 (1.544 Mbps) interface at the Supra Telecommunications and Information Systems, Inc. -designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

15. **Signaling Transfer Points (STPs)**

15.1 **Definition** - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

15.2 **Technical Requirements**

15.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

15.2.1.1 BellSouth Local Switching or Tandem Switching;

15.2.1.2 BellSouth Service Control Points/DataBases;

15.2.1.3 Third-party local or tandem switching

15.2.1.4 Third-party-provided STPSs.

15.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.,* transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

15.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Supra Telecommunications and Information Systems, Inc. local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Supra Telecommunications and Information Systems, Inc. local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.

15.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:

15.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,

15.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and

15.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.

15.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Supra Telecommunications and Information Systems, Inc. or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Supra Telecommunications and Information Systems, Inc. database, then Supra Telecommunications and Information Systems, Inc. agrees to provide BellSouth with the Destination Point Code for the Supra Telecommunications and Information Systems, Inc. database.

15.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPSs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

15.2.6.1 MTP Routing Verification Test (MRVT) and

15.2.6.2 SCCP Routing Verification Test (SRVT).

15.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Supra Telecommunications and Information Systems, Inc. or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by Supra Telecommunications and Information Systems, Inc. and BellSouth.

15.2.8 STPs shall be on parity with BellSouth.

15.2.9 SS7 Advanced Intelligent Network (AIN) Access

15.2.9.1 When technically feasible and upon request by Supra Telecommunications and Information Systems, Inc. , SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Supra Telecommunications and Information Systems, Inc. SS7 network to exchange TCAP queries and responses with an Supra Telecommunications and Information Systems, Inc. SCP.

15.2.9.2 SS7 AIN Access shall provide Supra Telecommunications and Information Systems, Inc. SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and Supra Telecommunications and Information Systems, Inc. SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Supra Telecommunications and Information Systems, Inc. SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

15.3 **Interface Requirements**

15.3.1 BellSouth shall provide the following STPs options to connect Supra Telecommunications and Information Systems, Inc. or Supra Telecommunications and Information Systems, Inc. -designated local switching systems or STPSs to BellSouth SS7 network:

15.3.1.1 An A-link interface from Supra Telecommunications and Information Systems, Inc. local switching systems; and,

15.3.1.2 A D-link interface from Supra Telecommunications and Information Systems, Inc. local STPSs.

15.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

15.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

BellSouth shall offer higher rate DS1 signaling for interconnecting Supra Telecommunications and Information Systems, Inc. local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and Supra Telecommunications and Information Systems, Inc. will work jointly to establish mutually acceptable SPOIs.

15.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and Supra Telecommunications and Information Systems, Inc. will work jointly to establish mutually acceptable SPOIs.

15.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

15.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

15.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

15.3.6 **Message Screening**

15.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Supra Telecommunications and Information Systems, Inc. local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Supra Telecommunications and Information Systems, Inc. switching system has a legitimate signaling relation.

15.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Supra Telecommunications and Information Systems, Inc. local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Supra Telecommunications and Information Systems, Inc. switching system has a legitimate signaling relation.

15.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Supra Telecommunications and Information Systems, Inc. from any signaling

point or network interconnected through BellSouth's SS7 network where the Supra Telecommunications and Information Systems, Inc. SCP has a legitimate signaling relation.

15.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

15.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

15.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

15.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

15.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

15.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

15.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

15.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

15.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

16. **Service Control Points/DataBases**

16.1 **Definition**

16.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited

to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

16.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

16.2 **Technical Requirements for SCPs/Databases**

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Supra Telecommunications and Information Systems, Inc. in accordance with the following requirements.

16.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

16.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

16.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

16.2.4 **Database Availability**

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

16.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Supra Telecommunications and Information Systems, Inc. customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

16.3 **Local Number Portability Database**

16.3.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

16.4 **Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

16.4.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

16.4.2 **Technical Requirements**:

BellSouth will offer to Supra Telecommunications and Information Systems, Inc. any additional capabilities that are developed for LIDB during the life of this Agreement.

16.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Supra Telecommunications and Information Systems, Inc. to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-Supra Telecommunications and Information Systems, Inc. dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

16.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Supra Telecommunications and Information Systems, Inc. to store in BellSouth's LIDB any customer Line Number or

Special Billing Number record, whether ported or not, and Supra Telecommunications and Information Systems, Inc. dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

16.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Supra Telecommunications and Information Systems, Inc. to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.

16.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for Supra Telecommunications and Information Systems, Inc. 's customer records in LIDB:

16.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

16.4.2.4.2 Calling Card Validation: If Supra Telecommunications and Information Systems, Inc. chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for Supra Telecommunications and Information Systems, Inc. customer data in the LIDB.

16.4.2.5 BellSouth shall process Supra Telecommunications and Information Systems, Inc. 's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Supra Telecommunications and Information Systems, Inc. what additional functions (if any) are performed by LIDB in the BellSouth network.

16.4.2.6 Within two (2) weeks after a request by Supra Telecommunications and Information Systems, Inc. , BellSouth shall provide Supra Telecommunications and Information Systems, Inc. with a list of the customer data items which Supra Telecommunications and Information Systems, Inc. would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

16.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

16.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

16.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

16.4.2.10 BellSouth shall provide Supra Telecommunications and Information Systems, Inc. with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with Supra Telecommunications and Information Systems, Inc. customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with Supra Telecommunications and Information Systems, Inc. customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to Supra Telecommunications and Information Systems, Inc. . In the interim , BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

16.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.

16.4.2.12 All additions, updates and deletions of Supra Telecommunications and Information Systems, Inc. data to the LIDB shall be solely at the direction of Supra Telecommunications and Information Systems, Inc. . Such direction from Supra Telecommunications and Information Systems, Inc. will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

16.4.2.13 BellSouth shall provide priority updates to LIDB for Supra Telecommunications and Information Systems, Inc. data upon Supra Telecommunications and Information Systems, Inc. 's request (e.g., to support fraud detection), via password-protected telephone card,

facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

16.4.2.14 BellSouth shall provide Supra Telecommunications and Information Systems, Inc. with the capability to directly obtain, through an electronic interface, reports of all Supra Telecommunications and Information Systems, Inc. data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of Supra Telecommunications and Information Systems, Inc. data in LIDB.

16.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of Supra Telecommunications and Information Systems, Inc. customer records will be missing from LIDB, as measured by Supra Telecommunications and Information Systems, Inc. audits. BellSouth will audit Supra Telecommunications and Information Systems, Inc. records in LIDB against DBAS to identify record mis-matches and provide this data to a designated Supra Telecommunications and Information Systems, Inc. contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Supra Telecommunications and Information Systems, Inc. within one business day of audit. Once reconciled records are received back from Supra Telecommunications and Information Systems, Inc. , BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Supra Telecommunications and Information Systems, Inc. to negotiate a time frame for the updates, not to exceed three business days.

16.4.2.16 BellSouth shall perform backup and recovery of all of Supra Telecommunications and Information Systems, Inc. 's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

16.4.2.17 BellSouth shall provide to Supra Telecommunications and Information Systems, Inc. access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to Supra Telecommunications and Information Systems, Inc. when it becomes available. Currently, BellSouth provides the following

information from the Billing Measurements System summarized by Data Owner/Query Originator:

Calling Card Queries
Billed Number Screening Queries
Calling Card Successful
Calling Card Denied
Calling Card CCAN Service Denied
Calling Card Pin Match Field
Calling Card Record Not Found
Billed Number Screening Successful
Billed Number Screening Not Found
Group Not Found
BNS/C Processing Indicator Not Enabled
Group Status/Nonparticipating

As additional LIDB measurements and reports become available, such measurements and reports also will be provided to Supra Telecommunications and Information Systems, Inc. .

16.4.2.18 BellSouth shall provide Supra Telecommunications and Information Systems, Inc. with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between Supra Telecommunications and Information Systems, Inc. and BellSouth.

16.4.2.19 BellSouth shall prevent any access to or use of Supra Telecommunications and Information Systems, Inc. data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by Supra Telecommunications and Information Systems, Inc. in writing.

16.4.2.20 BellSouth shall provide Supra Telecommunications and Information Systems, Inc. performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Supra Telecommunications and Information Systems, Inc. at least at parity with BellSouth Customer Data. BellSouth shall obtain from Supra Telecommunications and Information Systems, Inc. the screening information associated with LIDB Data Screening of Supra Telecommunications and Information Systems, Inc. data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Supra Telecommunications and Information Systems, Inc. under the Bona Fide Request process of Attachment 9.

16.4.2.21 BellSouth shall accept queries to LIDB associated with Supra Telecommunications and Information Systems, Inc. customer records, and shall return responses in accordance with industry standards.

16.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

16.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

16.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.

16.4.3 **Interface Requirements**

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

16.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.

16.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.

16.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

16.5 **Toll Free Number Database**

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

16.5.1 **Technical Requirements**

16.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for Supra Telecommunications and Information Systems, Inc. to query with a toll-free number and originating information.

16.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

16.5.1.3 The SCP shall also provide, at Supra Telecommunications and Information Systems, Inc. 's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:

16.5.1.3.1 Network Management;

16.5.1.3.2 Customer Sample Collection; and

16.5.1.3.3 Service Maintenance

16.6 **Automatic Location Identification/Data Management System (ALI/DMS)**

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

16.6.1 **Technical Requirements**

16.6.1.1 BellSouth shall offer Supra Telecommunications and Information Systems, Inc. a data link to the ALI/DMS database or permit Supra Telecommunications and Information Systems, Inc. to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Supra Telecommunications and Information Systems, Inc. immediately after Supra Telecommunications and Information Systems, Inc. inputs information into the ALI/DMS database. Alternately, Supra Telecommunications and Information Systems, Inc. may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

16.6.1.2 The ALI/DMS database shall contain the following customer information:

16.6.1.2.1 Name;

16.6.1.2.2 Address;

16.6.1.2.3 Telephone number; and

16.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

16.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Supra Telecommunications and Information Systems, Inc. requests otherwise and shall be updated if Supra Telecommunications and Information Systems, Inc. requests, provided Supra Telecommunications and Information Systems, Inc. supplies BellSouth with the updates.

16.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

16.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

16.6.2 **Interface Requirements**

The interface between the E911 Switch or Tandem and the ALI/DMS database for Supra Telecommunications and Information Systems, Inc. customers shall meet industry standards.

16.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to Supra Telecommunications and Information Systems, Inc. in order to allow Supra Telecommunications and Information Systems, Inc. to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide Supra Telecommunications and Information Systems, Inc. with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Supra Telecommunications and Information Systems, Inc. and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and Supra Telecommunications and Information Systems, Inc. telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

16.8 **Calling Name Database.** BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.

16.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

16.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

16.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);

16.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

16.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

16.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);

16.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and

16.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).

16.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

16.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Supra Telecommunications and Information Systems, Inc. the capability that will allow Supra Telecommunications and Information Systems, Inc. and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

16.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to Supra Telecommunications and

Information Systems, Inc. . Scheduling procedures shall provide Supra Telecommunications and Information Systems, Inc. equivalent priority to these resources

16.10.3 BellSouth SCP shall partition and protect Supra Telecommunications and Information Systems, Inc. service logic and data from unauthorized access, execution or other types of compromise.

16.10.4 When Supra Telecommunications and Information Systems, Inc. selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Supra Telecommunications and Information Systems, Inc. to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

16.10.5 When Supra Telecommunications and Information Systems, Inc. selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Supra Telecommunications and Information Systems, Inc. access will be provided via remote data connection (e.g., dial-in, ISDN).

16.10.6 When Supra Telecommunications and Information Systems, Inc. selects SCE/SMS AIN Access, BellSouth shall allow Supra Telecommunications and Information Systems, Inc. to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and customer subscription).

17. DARK FIBER

BellSouth agrees to offer access to Dark Fiber where the state commissions have required such access pursuant to the terms and conditions following and at the rates set forth in Attachment 11. The parties agree that Dark Fiber will be used in the provisioning of local service.

17.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

17.2 Requirements

17.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Supra Telecommunications and Information Systems, Inc. pursuant to the prices set forth in Attachment 11 of this Agreement.

17.2.2 Supra Telecommunications and Information Systems, Inc. may test the quality of the Dark Fiber to confirm its usability and performance specifications.

17.2.3 BellSouth shall use its best efforts to provide to Supra Telecommunications and Information Systems, Inc. information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Supra Telecommunications and Information Systems, Inc. ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 90 days after Confirmation, BellSouth shall hold such requested Dark Fiber for Supra Telecommunications and Information Systems, Inc. 's use and may not allow any other party to use such media, including BellSouth.

17.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Supra Telecommunications and Information Systems, Inc. within thirty (30) business days after it receives written confirmation from Supra Telecommunications and Information Systems, Inc. that the Dark Fiber previously deemed available by BellSouth is wanted for use by Supra Telecommunications and Information Systems, Inc. . This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Supra Telecommunications and Information Systems, Inc. to connect or splice Supra Telecommunications and Information Systems, Inc. provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

18. SS7 Network Interconnection

18.1.1 Definition

SS7 Network Interconnection is the interconnection of Supra Telecommunications and Information Systems, Inc. local Signaling Transfer Point Switches (STPS) and Supra Telecommunications and Information Systems, Inc. local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Supra Telecommunications and Information Systems,

Inc. local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

18.1.2 **Technical Requirements**

18.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

18.1.2.1.1 BellSouth local or tandem switching systems;

18.1.2.1.2 BellSouth DBs; and

18.1.2.1.3 Other third-party local or tandem switching systems.

18.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Supra Telecommunications and Information Systems, Inc. or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an Supra Telecommunications and Information Systems, Inc. local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Supra Telecommunications and Information Systems, Inc. local STPSs and BellSouth or other third-party local switch.

18.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

18.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

18.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

18.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

18.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

18.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and

SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Supra Telecommunications and Information Systems, Inc. local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Supra Telecommunications and Information Systems, Inc. local STPSs, and shall not include SCCP Subsystem Management of the destination.

18.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

18.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

18.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.

18.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

18.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

18.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and

18.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

18.1.3 **Interface Requirements**

18.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Supra Telecommunications and Information Systems, Inc. or Supra Telecommunications and Information Systems, Inc. -designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

18.1.3.1.1 A-link interface from Supra Telecommunications and Information Systems, Inc. local or tandem switching systems; and

18.1.3.1.2 D-link interface from Supra Telecommunications and Information Systems, Inc. STPSs.

18.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Supra Telecommunications and Information Systems, Inc. local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and Supra Telecommunications and Information Systems, Inc. will work jointly to establish mutually acceptable SPOI.

18.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and Supra Telecommunications and Information Systems, Inc. will work jointly to establish mutually acceptable SPOI.

18.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

18.1.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

18.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

18.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

18.1.3.4.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

18.1.3.5 BellSouth shall set message screening parameters to block accept messages from Supra Telecommunications and Information Systems, Inc. local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Supra Telecommunications and Information Systems, Inc. switching system has a legitimate signaling relation.

18.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

18.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

18.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

18.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

18.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

18.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

18.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

18.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

18.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

18.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

18.1.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

18.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

18.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

18.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

18.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

19. **Basic 911 and E911**

BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

19.1 **Definition**

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

19.2 **Requirements**

19.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Supra Telecommunications and Information Systems, Inc. a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Supra Telecommunications and Information Systems, Inc. will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Supra Telecommunications and Information Systems, Inc. will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Supra Telecommunications and Information Systems, Inc. will be required to discontinue the Basic 911 procedures and being using E911 procedures.

19.2.2 E911 Service Provisioning. For E911 service, Supra Telecommunications and Information Systems, Inc. will be required to install a minimum of two dedicated trunks originating from the Supra Telecommunications and Information Systems, Inc. serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part

of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Supra Telecommunications and Information Systems, Inc. will be required to provide BellSouth daily updates to the E911 database. Supra Telecommunications and Information Systems, Inc. will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Supra Telecommunications and Information Systems, Inc. will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

19.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Supra Telecommunications and Information Systems, Inc. beyond applicable charges for BellSouth trunking arrangements.

19.2.4 Basic 911 and E911 functions provided to Supra Telecommunications and Information Systems, Inc. shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.

19.2.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Supra Telecommunications and Information Systems, Inc. to follow in providing 911/E911 services.

Attachment 3

Local Interconnection

Local Interconnection

BellSouth shall provide Supra Telecommunications and Information Systems, Inc. interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. **Local Traffic Exchange**

1.1 Local Traffic. Local Traffic shall be as defined in Part B of the General Terms and Conditions of this Agreement. All other traffic that originates and terminates between end users within a LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No party shall represent Exchange Access traffic nor ESP nor Information Service Provider traffic as Local Traffic.

1.2 Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

1.2.1 Line-side of local switch.

1.2.2 Trunk-side of local switch.

1.2.3 Trunk interconnection points for tandem switch.

1.2.4 Central office cross-connect points.

1.2.5 Out-of-band signal transfer points.

1.2.6 Interconnection at applicable unbundled network element points is also available.

1.2.7 BellSouth may provide local interconnection at any other technically feasible point. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment 9.

1.3 Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, each party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and Supra Telecommunications and

Attachment 9

Bona Fide Request Process

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 of 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

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:	
Business	

1-3 lines	≤ 2 business days*
4-15	≤ 4 business days*
Over 15 lines	AS NEGOTIATED
Residential	≤ 2 business days*
Lines/trunks with premises visit:	

* Under normal business conditions

Business	
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
Residential	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

Unbundled Network Elements	
Business or Residential	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

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	
Business or Residential	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 = Total Appointments Met
D = 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 = All troubles on service installed ≤ 30 days in a calendar month
D = Installations in a calendar month
Note: N and D are not the same order base.

Specials: N = Troubles on service installed ≤ 30 days
D = 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 = Total Number of FOCs Sent for the segment of each 24 hour period
D = 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 = Number of Rejects or Error Status Sent in ≤ 1 hour
D = 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 = Total Duration Time
D = Total Troubles

For Specials and Local Interconnection/Trunking:

N = Responsible Duration Time
D = 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

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 = Total Repeats < 30 days
D = 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 = Total Appointments met
D = Total Appointment set

3.6 Report Rate

Measures the frequency of troubles reported within BellSouth's network.

Measurement:

N = Number of Trouble Reports per month
D = 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 = Total Number of Messages Sent within six (6) calendar days from Initial Recording

D = Total Number of Messages Sent

Target: ≥ 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: ≥ 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 = Total Number of Recorded Usage Data Transmitted Correctly
---X 100
D = Total Number of Recorded Usage Data Transmitted

Target: ≥ 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 = Total Number of Data Packs Sent Error Free
D = Total Number of Data Packs Sent

Target: 96% of all Packs transmitted in a calendar month will be accepted.

36.4 PACK REJECTION

3.6.4.1 Supra Telecommunications and Information Systems, Inc. will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard Bellcore EMR Error Codes will be used. Supra Telecommunications and Information Systems, Inc. will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Supra Telecommunications and Information Systems, Inc. by BellSouth.

3.6.5 CONTROL DATA

Supra Telecommunications and Information Systems, Inc. will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Supra Telecommunications and Information Systems, Inc. received the pack and the acceptance or rejection of the pack. Error Code(s) will be populated in the Error Code fields (using standard Bellcore EMR error codes) for packs that were rejected by Supra Telecommunications and Information Systems, Inc. for reasons stated in the above section. The confirmation record layout shall be as set forth below.

DAILY USAGE FEED CONFIRMATION RECORD (RIPC03)

Field Name	Field Position	Field Length	
Category	01-02	x(2)	RI
Group	03-04	x(2)	PC
Record Type	05-06	x(2)	03
Date Created - Year	07-08	9(2)	
Date Created - Month	09-10	9(2)	
Date Created - Day	11-12	9(2)	
Invoice Number	13-14	9(2)	
filler	15-16	9(2)	
From RAO	17-19	9(3)	
Send To RAO	20-22	9(3)	
Billing RAO	23-25	9(3)	
Operating Company Number	26-29	9(4)	
filler	30-65	9(36)	
Total Sent Messages	66-72	9(7)	
Total Sent Revenue	73-82	9(8).99	
Number of Accepted Messages	83-89	9(7)	

Amount of Accepted Revenue	90-99	9(8).99
filler	100	9(1)
Number of Rejected Messages	101-107	9(7)
Amount of Rejected Revenue	108-117	9(8).99
filler	118-137	9(20)
Pack Status Code	138-139	9(2)
Return Code 1	140-141	x(2)
Return Code 2	142-143	x(2)
Return Code 3	144-145	x(2)
Return Code 4	146-147	x(2)
Return Code 5	148-149	x(2)
Return Code 6	150-151	x(2)
Return Code 7	152-153	x(2)
Return Code 8	154-155	x(2)
Return Code 9	156-157	x(2)
Return code 10	158-159	x(2)
filler	160-175	x(16)

3.6.6 TESTING

3.6.6.1 BellSouth will perform external testing with Supra Telecommunications and Information Systems, Inc. prior to entering a "production" mode. The number of tests, test dataset name, test data content, and test schedule will be mutually agreed upon by BellSouth and Supra Telecommunications and Information Systems, Inc. during the detail negotiations process. Test data shall be transported using the same medium that will be used in a production mode (if possible).

BILLING

1. Payment and Billing Arrangements

1.1 Billing. Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Supra Telecommunications and Information Systems, Inc. requests.

1.2 Master Account. For resold services, when the initial service is ordered by Supra Telecommunications and Information Systems, Inc. , BellSouth will establish an accounts receivable master account for Supra Telecommunications and Information Systems, Inc. .

1.3 Payment Responsibility. Payment of all charges will be the responsibility of Supra Telecommunications and Information Systems, Inc. . Supra Telecommunications and Information Systems, Inc. shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Supra Telecommunications and Information Systems, Inc. from Supra Telecommunications and Information Systems, Inc. 's customer. BellSouth will not become involved in billing disputes that may arise between Supra Telecommunications and Information Systems, Inc. and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. 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 BellSouth.

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 Section 3.6, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from Supra Telecommunications and Information Systems, Inc. , the total amount billed to Supra Telecommunications and Information Systems, Inc. will not include any taxes due from the end user. Supra Telecommunications

and Information Systems, Inc. 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.

1.6 Miscellaneous. As the customer of record for resold services, Supra Telecommunications and Information Systems, Inc. will be responsible for, and remit to BellSouth, 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.

1.7 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. 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, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.

1.8 Access Charges for Resellers. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Supra Telecommunications and Information Systems, Inc. .

1.9 End User Common Line Charge for Resellers. 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.

1.10 Discontinuing Service to Supra Telecommunications and Information Systems, Inc. . The procedures for discontinuing service to Supra Telecommunications and Information Systems, Inc. are as follows:

1.10.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Supra Telecommunications and Information Systems, Inc. of the rules and regulations contained in BellSouth's tariffs.

1.10.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Supra Telecommunications and Information Systems, Inc. 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 BellSouth does not refuse additional applications for service on the date specified in the notice and Supra Telecommunications and Information Systems, Inc. 's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

1.10.3 If payment of the 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.

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

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

1.10.6 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.

1.11 Deposit Policy. When purchasing services from BellSouth, Supra Telecommunications and Information Systems, Inc. may be required to provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an irrevocable Letter of Credit or in its sole discretion some other form of security acceptable to the Company. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinoin of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security.

2. RAO Hosting

2.1 RAO Hosting, CATS and NICS services provided to Supra Telecommunications and Information Systems, Inc. by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

2.2 Supra Telecommunications and Information Systems, Inc. shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

2.3 Applicable compensation amounts will be billed by BellSouth to Supra Telecommunications and Information Systems, Inc. on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

2.4 Supra Telecommunications and Information Systems, Inc. must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from Supra Telecommunications and Information Systems, Inc. to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of Supra Telecommunications and Information Systems, Inc. and will coordinate all associated conversion activities.

2.5 BellSouth will receive messages from Supra Telecommunications and Information Systems, Inc. that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

2.6 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from Supra Telecommunications and Information Systems, Inc. .

2.7 All data received from Supra Telecommunications and Information Systems, Inc. that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

2.8 All data received from Supra Telecommunications and Information Systems, Inc. that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).

2.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Supra Telecommunications and Information Systems, Inc. and will forward them to Supra Telecommunications and Information Systems, Inc. on a daily basis.

2.10 Transmission of message data between BellSouth and Supra Telecommunications and Information Systems, Inc. will be via electronic data transmission.

2.11 All messages and related data exchanged between BellSouth and Supra Telecommunications and Information Systems, Inc. will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.

2.12 Supra Telecommunications and Information Systems, Inc. will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

2.13 Should it become necessary for Supra Telecommunications and Information Systems, Inc. to send data to BellSouth more than sixty (60) days past the message date(s), Supra Telecommunications and

Information Systems, Inc. will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Supra Telecommunications and Information Systems, Inc. to notify all affected Parties.

2.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Supra Telecommunications and Information Systems, Inc.) identified and agreed to, the company responsible for creating the data (BellSouth or Supra Telecommunications and Information Systems, Inc.) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

2.15 Should an error be detected by the EMR format edits performed by BellSouth on data received from Supra Telecommunications and Information Systems, Inc. , the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Supra Telecommunications and Information Systems, Inc. of the error condition. Supra Telecommunications and Information Systems, Inc. will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Supra Telecommunications and Information Systems, Inc. will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

2.16 In association with message distribution service, BellSouth will provide Supra Telecommunications and Information Systems, Inc. with associated intercompany settlements reports (CATS and NICS) as appropriate.

2.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

2.18 <u>RAO Compensation</u>

2.18.1 For message distribution service provided by BellSouth for Supra Telecommunications and Information Systems, Inc. , BellSouth shall receive the following as compensation:

Rate Per Message $0.004

2.18.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message . $0.001

2.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Supra Telecommunications and Information Systems, Inc. for the purpose of data transmission. Where a dedicated line is required, Supra Telecommunications and Information Systems, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecommunications and Information Systems, Inc. will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecommunications and Information Systems, Inc. . Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecommunications and Information Systems, Inc. will be the responsibility of Supra Telecommunications and Information Systems, Inc. . Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

2.18.4 All equipment, including modems and software, that is required on the Supra Telecommunications and Information Systems, Inc. end for the purpose of data transmission will be the responsibility of Supra Telecommunications and Information Systems, Inc. .

2.19 Intercompany Settlements Messages

2.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Supra Telecommunications and Information Systems, Inc. as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between

Supra Telecommunications and Information Systems, Inc. and the involved company(ies).

2.19.2 Both traffic that originates outside the BellSouth region by Supra Telecommunications and Information Systems, Inc. and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Supra Telecommunications and Information Systems, Inc. , is covered by this Agreement.

2.19.3 Once Supra Telecommunications and Information Systems, Inc. is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system when it is implemented. Should Supra Telecommunications and Information Systems, Inc. operate within the BellSouth region prior to the implementation of NICS, in-region revenues will not be settled until the implementation of NICS. Should this time period exceed six (6) months, BellSouth and Supra Telecommunications and Information Systems, Inc. agree to negotiate an alternate form of settlement for these revenues.

2.19.4 Upon implementation of NICs, this Section shall be amended to include intra-region settlements as appropriate.

2.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of Supra Telecommunications and Information Systems, Inc. . BellSouth will distribute copies of these reports to Supra Telecommunications and Information Systems, Inc. on a monthly basis.

2.19.6 BellSouth will collect the revenue earned by Supra Telecommunications and Information Systems, Inc. from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of Supra Telecommunications and Information Systems, Inc. . BellSouth will remit the revenue billed by Supra Telecommunications and Information Systems, Inc. to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on Supra Telecommunications and Information Systems, Inc. . These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Supra Telecommunications and Information Systems, Inc. via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Supra Telecommunications and Information Systems, Inc. agree that monthly netted amounts of less than ten dollars ($10.00) will not be settled.

3. Daily Usage File

3.1 Upon request from Supra Telecommunications and Information Systems, Inc. , BellSouth will provide Daily Usage File service to Supra Telecommunications and Information Systems, Inc. pursuant to the rates, terms and conditions set forth in this section.

3.2 The Supra Telecommunications and Information Systems, Inc. shall furnish all relevant information required by BellSouth for the provision of the Daily Usage File.

3.3 The Daily Usage Feed will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to an Supra Telecommunications and Information Systems, Inc. customer. The Daily Usage Feed also includes operator handled calls originating from Supra Telecommunications and Information Systems, Inc. subscriber lines and purchasing Operator Services from BellSouth.

Daily Usage Feed is provided pursuant to the following rates:

$0.008 per message - Recording Service (only applied to unbundled operator services messages)
$0.004 per message - Message Distribution
$0.001 per message - Data Transmission

Charges for delivery of the Daily Usage Feed will appear on the Supra Telecommunications and Information Systems, Inc. s' monthly bills.

3.4 The Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

3.5 Messages that error in the billing system of the Supra Telecommunications and Information Systems, Inc. will be the responsibility of the Supra Telecommunications and Information Systems, Inc. . If, however, the Supra Telecommunications and Information Systems, Inc. should encounter significant volumes of errored messages that prevent processing by the Supra Telecommunications and Information Systems, Inc. within its systems, BellSouth will work with the Supra Telecommunications and Information Systems, Inc. to determine the source of the errors and the appropriate resolution.

3.6 The following specifications shall apply to the Daily Usage Feed.

3.6.1 USAGE TO BE TRANSMITTED

3.6.1.1 The following messages recorded by BellSouth will be transmitted to the OLEC:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)

- measured billable intraLATA Local

- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

3.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

3.6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to the OLEC.

3.6.1.4 In the event that the OLEC detects a duplicate on ODUF they receive from BellSouth, the OLEC will drop the duplicate message (OLEC will not return the duplicate to BellSouth).

3.6.2 PHYSICAL FILE CHARACTERISTICS

3.6.2.1 Daily Usage Feed will be distributed to Supra Telecommunications and Information Systems, Inc. via a contractually agreed medium with CONNECT:Direct being the preferred transport method. If methods other than CONNECT:Direct are negotiated there may be nominal additional charges to cover costs associated with the delivery method (e.g. postage, handling, tape, etc.). The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMR format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per BellSouth RAO (12 total). The Daily Usage Feed will contain packed data as detailed on the next page.

3.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ALEX-1 for the purpose of data transmission. Where a dedicated line is required, Supra Telecommunications and Information Systems, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecommunications and Information Systems, Inc. will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecommunications and Information Systems, Inc. . Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecommunications and Information Systems, Inc. will be the responsibility of Supra Telecommunications and Information Systems, Inc. . Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Supra Telecommunications and Information Systems, Inc. end for the purpose of data transmission will be the responsibility of Supra Telecommunications and Information Systems, Inc. .

3.6.3 PACKING SPECIFICATIONS

3.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

3.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Supra Telecommunications and Information Systems, Inc. which BellSouth RAO that is sending the message. BellSouth and Supra Telecommunications and Information Systems, Inc. will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Supra Telecommunications and Information Systems, Inc. and resend the data as appropriate.

The data will be packed using a Bellcore EMR 202001 Pack Header and a 202002 Pack Trailer with the fields populated as follows:

Pack Header Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	01
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-39	Spaces (BellCore reserved space)
OCN	40-43	
Local Company Use	44-46	Spaces
Reserved	47-117	Spaces (BellCore reserved space)
Time Created - Hour	118-119	00-24
Time Created - Minutes	120-121	00-60
Filler	122	Spaces (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

Pack Trailer Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	02
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-100	Spaces (BellCore reserved space)
Grand Total Revenue	101-110	9(8).99
Grand Total Record Count	111-117	numeric
Reserved	118-121	Spaces (BellCore reserved space)
Filler	122	Space (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

36.4 PACK REJECTION

3.6.4.1 Supra Telecommunications and Information Systems, Inc. will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard Bellcore EMR Error Codes will be used. Supra Telecommunications and Information Systems, Inc. will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Supra Telecommunications and Information Systems, Inc. by BellSouth.

3.6.5 CONTROL DATA

Supra Telecommunications and Information Systems, Inc. will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Supra Telecommunications and Information Systems, Inc. received the pack and the acceptance or rejection of the pack. Error Code(s) will be populated in the Error Code fields (using standard Bellcore EMR error codes) for packs that were rejected by Supra Telecommunications and Information Systems, Inc. for reasons stated in the above section. The confirmation record layout shall be as set forth below.

DAILY USAGE FEED CONFIRMATION RECORD (RIPC03)

Field Name	Field Position	Field Length	
Category	01-02	x(2)	RI
Group	03-04	x(2)	PC
Record Type	05-06	x(2)	03
Date Created - Year	07-08	9(2)	
Date Created - Month	09-10	9(2)	
Date Created - Day	11-12	9(2)	
Invoice Number	13-14	9(2)	
filler	15-16	9(2)	
From RAO	17-19	9(3)	
Send To RAO	20-22	9(3)	
Billing RAO	23-25	9(3)	
Operating Company Number	26-29	9(4)	
filler	30-65	9(36)	
Total Sent Messages	66-72	9(7)	
Total Sent Revenue	73-82	9(8).99	
Number of Accepted Messages	83-89	9(7)	

Amount of Accepted Revenue	90-99	9(8).99
filler	100	9(1)
Number of Rejected Messages	101-107	9(7)
Amount of Rejected Revenue	108-117	9(8).99
filler	118-137	9(20)
Pack Status Code	138-139	9(2)
Return Code 1	140-141	x(2)
Return Code 2	142-143	x(2)
Return Code 3	144-145	x(2)
Return Code 4	146-147	x(2)
Return Code 5	148-149	x(2)
Return Code 6	150-151	x(2)
Return Code 7	152-153	x(2)
Return Code 8	154-155	x(2)
Return Code 9	156-157	x(2)
Return code 10	158-159	x(2)
filler	160-175	x(16)

3.6.6 TESTING

3.6.6.1 BellSouth will perform external testing with Supra Telecommunications and Information Systems, Inc. prior to entering a "production" mode. The number of tests, test dataset name, test data content, and test schedule will be mutually agreed upon by BellSouth and Supra Telecommunications and Information Systems, Inc. during the detail negotiations process. Test data shall be transported using the same medium that will be used in a production mode (if possible).

Attachment 8

Rights-of-Way, Conduits and Pole Attachment

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

BellSouth agrees to provide Supra Telecommunications and Information Systems, Inc. , pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to terms and conditions that are subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Information Systems, Inc. shall update the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement.

1.3.1 Audits. On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Supra Telecommunications and Information Systems, Inc. shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

1.4 Percentage Interstate Usage. For combined interstate and intrastate Supra Telecommunications and Information Systems, Inc. traffic terminated by BellSouth over the same facilities, Supra Telecommunications and Information Systems, Inc. will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Supra Telecommunications and Information Systems, Inc. . After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

1.5 Unidentified local traffic. Whenever BellSouth delivers traffic to Supra Telecommunications and Information Systems, Inc. for termination on the Supra Telecommunications and Information Systems, Inc. 's network, if BellSouth cannot determine because of the manner in which Supra Telecommunications and Information Systems, Inc. has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if Supra Telecommunications and Information Systems, Inc. can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that Supra

Telecommunications and Information Systems, Inc. cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the Supra Telecommunications and Information Systems, Inc. .

1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for Supra Telecommunications and Information Systems, Inc. 's connection of its end user to a local end user of another ALEC where both ALECs are connected at the same tandem and termination of calls is authorized. Rates for intermediary tandem switching are set out in Attachment 11.

1.7 Mutual Provision of Access Service. When BellSouth and Supra Telecommunications and Information Systems, Inc. provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

1.8 Rates. Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below.

2. Exchange of intraLATA toll traffic

Exchange of intraLATA toll traffic between BellSouth and Supra Telecommunications and Information Systems, Inc. networks shall occur as follows:

2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.

2.2 Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge

and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

2.3 Rates. For originating and terminating toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If Supra Telecommunications and Information Systems, Inc. is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Supra Telecommunications and Information Systems, Inc. as an interexchange carrier on a 10XXX basis, BellSouth will charge Supra Telecommunications and Information Systems, Inc. the appropriate tariff charges for originating network access services. If BellSouth is serving as the Supra Telecommunications and Information Systems, Inc. end user's presubscribed interexchange carrier or if the Supra Telecommunications and Information Systems, Inc. end user uses BellSouth as an interexchange carrier on a 10XXX basis, the Supra Telecommunications and Information Systems, Inc. will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

2.4 Additional Interconnection. To the extent Supra Telecommunications and Information Systems, Inc. provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

2.5 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

2.6 Records for 800 Billing. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of $0.013 per record.

2.7 800 Access Screening. Should Supra Telecommunications and Information Systems, Inc. require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. Supra Telecommunications and Information Systems, Inc. shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. Supra Telecommunications and Information Systems, Inc. will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is

provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended

3. Methods of Interconnection

Interconnection for telephone exchange service and exchange access shall be either at every BellSouth access tandem and/or at every BellSouth end office within a local calling area or other authorized area (e.g., an Extended Area Service Zone). Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other company.

4. Trunk Groups

BellSouth and Supra Telecommunications and Information Systems, Inc. shall establish trunk groups between interconnecting facilities. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth engineering specifications, with the costs of provisioning such trunking being shared equally by both parties. Local and intraLATA traffic only may be routed over the same one-way trunk group. Requests for alternative trunking arrangements may require submission of a bona fide request via the Bona Fide Request Process set forth in Attachment 9.

5. Network Design and Management for Interconnection

5.1 Network Management and Changes. BellSouth will work cooperatively with Supra Telecommunications and Information Systems, Inc. to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer

point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to Supra Telecommunications and Information Systems, Inc. will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other party to which BellSouth provides local interconnection. Attachment 2 contains detailed service descriptions, technical requirements and quality measures provided to Supra Telecommunications and Information Systems, Inc. .

5.4 Network Management Controls. BellSouth will work cooperatively with Supra Telecommunications and Information Systems, Inc. to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

5.5 Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to Supra Telecommunications and Information Systems, Inc. , where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with Supra Telecommunications and Information Systems, Inc. on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

5.6 Forecasting Requirements.

5.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.

5.6.2 Within thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 10.1 of the General Terms and Conditions – Part A of this Agreement.

5.6.3 In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section 5.6.3 shall be deemed "Confidential Information" under Section 10.1 of the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section 5.6.3.

5.7 Call Information. BellSouth will provide Supra Telecommunications and Information Systems, Inc. with the proper call information, *i.e.,* originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

6. Parity in Ordering and Provisioning

BellSouth shall provide interconnection ordering and provisioning services to Supra Telecommunications and Information Systems, Inc. that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide.

7. Local Dialing Parity

BellSouth shall provide local dialing parity, meaning that Supra Telecommunications and Information Systems, Inc. customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, Supra Telecommunications and Information Systems, Inc. local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. Reciprocal Compensation

8.1 BellSouth shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and Supra Telecommunications and Information Systems, Inc. 's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11.

8.2 Interconnection with Enhanced Service Providers (ESPs). BellSouth will exempt traffic originated to and terminated by ESPs from the reciprocal compensation arrangements of this Agreement.

Collocation

This Attachment has been agreed to under a separate Agreement

Attachment 4

Collocation

Attachment 5

Access to Numbers
and
Number Portability

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Agreement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth will ensure that Supra Telecommunications and Information Systems, Inc. , whether facilities-based or reseller, has nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. Supra Telecommunications and Information Systems, Inc. will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.:

2. Permanent Solution

The FCC, the Commissions and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability, Interim Service Provider Number Portability may be available only until such permanent solution is implemented.

3. Service Provider Number Portability

3.1 Definition. Until an industry-wide permanent solution can be achieved, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user, who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Supra Telecommunications and Information Systems, Inc. . Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the

Supra Telecommunications and Information Systems, Inc. switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

4. SPNP Implementation

Interim SPNP is available through remote call forwarding and direct inward dialing, under the following terms:

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.

4.3 SPNP-DID service, as contemplated by this Statement, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must

be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. CLEC usage originated

elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each company shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each company shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Each company shall be the other company's single point of contact for all repair calls on behalf of each company's end user. Each company reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.

4.8 Neither company shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either company for such calls. Neither company shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other company's equipment.

4.9 For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other company will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other company to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

4.10 If, through a final and nonappealable order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

5. Rates

Rates for service provider number portability are set out in Attachment 11.

Attachment 6

Ordering and Provisioning

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to Supra Telecommunications and Information Systems, Inc. that are equal to the ordering and provisioning services BellSouth provides to itself or any other ALEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Saturday - 8:00AM - 5:00PM (excluding holidays)

Supra Telecommunications and Information Systems, Inc. requests for provisioning and installation services outside of the normal hours of operation may be performed subject to the application of extra-ordinary billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide Supra Telecommunications and Information Systems, Inc. access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. Supra Telecommunications and Information Systems, Inc. agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Supra Telecommunications and Information Systems, Inc. will obtain access to customer record

information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides and Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Supra Telecommunications and Information Systems, Inc. to report and monitor service troubles and obtain repair services. BellSouth shall offer Supra Telecommunications and Information Systems, Inc. service trouble reporting in a non-discriminatory manner that provides Supra Telecommunications and Information Systems, Inc. the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Supra Telecommunications and Information Systems, Inc. an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers Supra Telecommunications and Information Systems, Inc. access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway.

2.5 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Supra Telecommunications and Information Systems, Inc. will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Supra Telecommunications and Information Systems, Inc. wishes to reinstate an order, Supra Telecommunications and Information Systems, Inc. may be required to submit a new service order.

3.2 Single Point of Contact. Supra Telecommunications and Information Systems, Inc. will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by Supra Telecommunications and Information Systems, Inc. to provide services to its end users, except that BellSouth may accept an order directly from

another ALEC, or BellSouth, acting with authorization of the affected end user. Supra Telecommunications and Information Systems, Inc. and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders; provided, however, that such processes shall comply with applicable state and federal law, including until superseded the FCC guidelines applicable to Presubscribed Interexchange Carrier (PIC) changes. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by Supra Telecommunications and Information Systems, Inc. to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Supra Telecommunications and Information Systems, Inc. that such an order has been processed, but will not be required to notify Supra Telecommunications and Information Systems, Inc. in advance of such processing.

3.3 Use of Facilities. When a customer of the LEC elects to discontinue service from the LEC and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Supra Telecommunications and Information Systems, Inc. by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer under the following conditions:

3.3.1 BellSouth has received a new order from the customer or the customer's new local exchange carrier for a retail service or resale service or for an unbundled network element which the customer or the customer's new local exchange carrier has indicated that the order constitutes a transfer of service from the LEC to another provider (i.e., the order is not for a new line or an additional line).

3.3.2 The order for retail service, resale service, unbundled loop and/or port can be for either exchange service or private line.

3.3.3 Upon receipt of a transfer of service order from a customer or the customer's new local exchange carrier, BellSouth will do the following:

3.3.3.1 Process disconnect and reconnect orders to transfer the service which shall be due dated using current interval guidelines.

3.3.3.2 Reuse the serving facility for the retail or resale service, unbundled Network Element for the same customer at the same location.

3.3.3.3 Notify Supra Telecommunications and Information Systems, Inc. subsequent to the disconnect order being completed.

3.4 Contact Numbers. The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

Attachment 7

Billing

BILLING

1. Payment and Billing Arrangements

1.1 Billing. Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Supra Telecommunications and Information Systems, Inc. requests.

1.2 Master Account. For resold services, when the initial service is ordered by Supra Telecommunications and Information Systems, Inc. , BellSouth will establish an accounts receivable master account for Supra Telecommunications and Information Systems, Inc. .

1.3 Payment Responsibility. Payment of all charges will be the responsibility of Supra Telecommunications and Information Systems, Inc. . Supra Telecommunications and Information Systems, Inc. shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Supra Telecommunications and Information Systems, Inc. from Supra Telecommunications and Information Systems, Inc. 's customer. BellSouth will not become involved in billing disputes that may arise between Supra Telecommunications and Information Systems, Inc. and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. 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 BellSouth.

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 Section 3.6, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from Supra Telecommunications and Information Systems, Inc. , the total amount billed to Supra Telecommunications and Information Systems, Inc. will not include any taxes due from the end user. Supra Telecommunications

and Information Systems, Inc. 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.

1.6 Miscellaneous. As the customer of record for resold services, Supra Telecommunications and Information Systems, Inc. will be responsible for, and remit to BellSouth, 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.

1.7 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. 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, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.

1.8 Access Charges for Resellers. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Supra Telecommunications and Information Systems, Inc. .

1.9 End User Common Line Charge for Resellers. 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.

1.10 Discontinuing Service to Supra Telecommunications and Information Systems, Inc. . The procedures for discontinuing service to Supra Telecommunications and Information Systems, Inc. are as follows:

1.10.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Supra Telecommunications and Information Systems, Inc. of the rules and regulations contained in BellSouth's tariffs.

1.10.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Supra Telecommunications and Information Systems, Inc. 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 BellSouth does not refuse additional applications for service on the date specified in the notice and Supra Telecommunications and Information Systems, Inc. 's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

1.10.3 If payment of the 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.

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

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

1.10.6 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.

1.11 Deposit Policy. When purchasing services from BellSouth, Supra Telecommunications and Information Systems, Inc. may be required to provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an irrevocable Letter of Credit or in its sole discretion some other form of security acceptable to the Company. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinoin of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security.

2. RAO Hosting

2.1 RAO Hosting, CATS and NICS services provided to Supra Telecommunications and Information Systems, Inc. by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

2.2 Supra Telecommunications and Information Systems, Inc. shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

2.3 Applicable compensation amounts will be billed by BellSouth to Supra Telecommunications and Information Systems, Inc. on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

2.4 Supra Telecommunications and Information Systems, Inc. must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from Supra Telecommunications and Information Systems, Inc. to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of Supra Telecommunications and Information Systems, Inc. and will coordinate all associated conversion activities.

2.5 BellSouth will receive messages from Supra Telecommunications and Information Systems, Inc. that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

2.6 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from Supra Telecommunications and Information Systems, Inc. .

2.7 All data received from Supra Telecommunications and Information Systems, Inc. that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

2.8 All data received from Supra Telecommunications and Information Systems, Inc. that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).

2.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Supra Telecommunications and Information Systems, Inc. and will forward them to Supra Telecommunications and Information Systems, Inc. on a daily basis.

2.10 Transmission of message data between BellSouth and Supra Telecommunications and Information Systems, Inc. will be via electronic data transmission.

2.11 All messages and related data exchanged between BellSouth and Supra Telecommunications and Information Systems, Inc. will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.

2.12 Supra Telecommunications and Information Systems, Inc. will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

2.13 Should it become necessary for Supra Telecommunications and Information Systems, Inc. to send data to BellSouth more than sixty (60) days past the message date(s), Supra Telecommunications and

Information Systems, Inc. will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Supra Telecommunications and Information Systems, Inc. to notify all affected Parties.

2.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Supra Telecommunications and Information Systems, Inc.) identified and agreed to, the company responsible for creating the data (BellSouth or Supra Telecommunications and Information Systems, Inc.) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

2.15 Should an error be detected by the EMR format edits performed by BellSouth on data received from Supra Telecommunications and Information Systems, Inc. , the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Supra Telecommunications and Information Systems, Inc. of the error condition. Supra Telecommunications and Information Systems, Inc. will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Supra Telecommunications and Information Systems, Inc. will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

2.16 In association with message distribution service, BellSouth will provide Supra Telecommunications and Information Systems, Inc. with associated intercompany settlements reports (CATS and NICS) as appropriate.

2.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

2.18 <u>RAO Compensation</u>

2.18.1 For message distribution service provided by BellSouth for Supra Telecommunications and Information Systems, Inc. , BellSouth shall receive the following as compensation:

Rate Per Message $0.004

2.18.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message $0.001

2.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Supra Telecommunications and Information Systems, Inc. for the purpose of data transmission. Where a dedicated line is required, Supra Telecommunications and Information Systems, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecommunications and Information Systems, Inc. will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecommunications and Information Systems, Inc. . Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecommunications and Information Systems, Inc. will be the responsibility of Supra Telecommunications and Information Systems, Inc. . Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

2.18.4 All equipment, including modems and software, that is required on the Supra Telecommunications and Information Systems, Inc. end for the purpose of data transmission will be the responsibility of Supra Telecommunications and Information Systems, Inc. .

2.19 Intercompany Settlements Messages

2.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Supra Telecommunications and Information Systems, Inc. as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between

Supra Telecommunications and Information Systems, Inc. and the involved company(ies).

2.19.2 Both traffic that originates outside the BellSouth region by Supra Telecommunications and Information Systems, Inc. and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Supra Telecommunications and Information Systems, Inc. , is covered by this Agreement.

2.19.3 Once Supra Telecommunications and Information Systems, Inc. is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system when it is implemented. Should Supra Telecommunications and Information Systems, Inc. operate within the BellSouth region prior to the implementation of NICS, in-region revenues will not be settled until the implementation of NICS. Should this time period exceed six (6) months, BellSouth and Supra Telecommunications and Information Systems, Inc. agree to negotiate an alternate form of settlement for these revenues.

2.19.4 Upon implementation of NICs, this Section shall be amended to include intra-region settlements as appropriate.

2.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of Supra Telecommunications and Information Systems, Inc. . BellSouth will distribute copies of these reports to Supra Telecommunications and Information Systems, Inc. on a monthly basis.

2.19.6 BellSouth will collect the revenue earned by Supra Telecommunications and Information Systems, Inc. from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of Supra Telecommunications and Information Systems, Inc. . BellSouth will remit the revenue billed by Supra Telecommunications and Information Systems, Inc. to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on Supra Telecommunications and Information Systems, Inc. . These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Supra Telecommunications and Information Systems, Inc. via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Supra Telecommunications and Information Systems, Inc. agree that monthly netted amounts of less than ten dollars ($10.00) will not be settled.

3. **Daily Usage File**

3.1 Upon request from Supra Telecommunications and Information Systems, Inc. , BellSouth will provide Daily Usage File service to Supra Telecommunications and Information Systems, Inc. pursuant to the rates, terms and conditions set forth in this section.

3.2 The Supra Telecommunications and Information Systems, Inc. shall furnish all relevant information required by BellSouth for the provision of the Daily Usage File.

3.3 The Daily Usage Feed will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to an Supra Telecommunications and Information Systems, Inc. customer. The Daily Usage Feed also includes operator handled calls originating from Supra Telecommunications and Information Systems, Inc. subscriber lines and purchasing Operator Services from BellSouth.

Daily Usage Feed is provided pursuant to the following rates:

$0.008 per message - Recording Service (only applied to unbundled operator services messages)
$0.004 per message - Message Distribution
$0.001 per message - Data Transmission

Charges for delivery of the Daily Usage Feed will appear on the Supra Telecommunications and Information Systems, Inc. s' monthly bills.

3.4 The Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

3.5 Messages that error in the billing system of the Supra Telecommunications and Information Systems, Inc. will be the responsibility of the Supra Telecommunications and Information Systems, Inc. . If, however, the Supra Telecommunications and Information Systems, Inc. should encounter significant volumes of errored messages that prevent processing by the Supra Telecommunications and Information Systems, Inc. within its systems, BellSouth will work with the Supra Telecommunications and Information Systems, Inc. to determine the source of the errors and the appropriate resolution.

3.6 The following specifications shall apply to the Daily Usage Feed.

3.6.1 USAGE TO BE TRANSMITTED

3.6.1.1 The following messages recorded by BellSouth will be transmitted to the OLEC:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)

- measured billable intraLATA Local

- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

3.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

3.6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to the OLEC.

3.6.1.4 In the event that the OLEC detects a duplicate on ODUF they receive from BellSouth, the OLEC will drop the duplicate message (OLEC will not return the duplicate to BellSouth).

3.6.2 PHYSICAL FILE CHARACTERISTICS

3.6.2.1 Daily Usage Feed will be distributed to Supra Telecommunications and Information Systems, Inc. via a contractually agreed medium with CONNECT:Direct being the preferred transport method. If methods other than CONNECT:Direct are negotiated there may be nominal additional charges to cover costs associated with the delivery method (e.g. postage, handling, tape, etc.). The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMR format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per BellSouth RAO (12 total). The Daily Usage Feed will contain packed data as detailed on the next page.

3.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ALEX-1 for the purpose of data transmission. Where a dedicated line is required, Supra Telecommunications and Information Systems, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecommunications and Information Systems, Inc. will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecommunications and Information Systems, Inc. . Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecommunications and Information Systems, Inc. will be the responsibility of Supra Telecommunications and Information Systems, Inc. . Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Supra Telecommunications and Information Systems, Inc. end for the purpose of data transmission will be the responsibility of Supra Telecommunications and Information Systems, Inc. .

3.6.3 PACKING SPECIFICATIONS

3.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

3.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Supra Telecommunications and Information Systems, Inc. which BellSouth RAO that is sending the message. BellSouth and Supra Telecommunications and Information Systems, Inc. will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Supra Telecommunications and Information Systems, Inc. and resend the data as appropriate.

The data will be packed using a Bellcore EMR 202001 Pack Header and a 202002 Pack Trailer with the fields populated as follows:

Pack Header Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	01
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-39	Spaces (BellCore reserved space)
OCN	40-43	
Local Company Use	44-46	Spaces
Reserved	47-117	Spaces (BellCore reserved space)
Time Created - Hour	118-119	00-24
Time Created - Minutes	120-121	00-60
Filler	122	Spaces (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

Pack Trailer Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	02
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-100	Spaces (BellCore reserved space)
Grand Total Revenue	101-110	9(8).99
Grand Total Record Count	111-117	numeric
Reserved	118-121	Spaces (BellCore reserved space)
Filler	122	Space (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

Attachment 11
Exhibit 2

Florida

FLORIDA

PRICING

1. 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.

2. Local Service Resale

The rates that ALEC 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%

3. Unbundled Network Elements

The prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

3.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that ALEC does not need when two or more Network Elements are combined in a single order. BellSouth and ALEC shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by ALEC when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by ALEC 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.

4. Compensation For Call and Transport Termination

The prices that ALEC and BellSouth shall pay are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The prices that ALEC shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The prices that ALEC shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The prices that ALEC shall pay to BellSouth are set forth in Table 4.

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 6.

8. **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

BELLSOUTH/ALEC RATES - FLORIDA

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	
Ports	
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 (interim 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) AIN, Mediation (1)	TBD TBD
(1) BellSouth and ALEC 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)	
(2) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of $0.003 and composite tandem interconnection rate of $0.004 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
PHYSICAL COLLOCATION

SCHEDULE OF RATES AND CHARGES

Rate Element Description	Type of Charge	Charge
Application Fee	NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	$2,750.00
Floor Space	Zone A RC (per square foot)	$7.50
	Zone B RC (per square foot)	$6.75
Power	RC (per amp)	$5.00
Cable Support structure	RC (per entrance cable)	$13.35
Cross-Connects	2-wire RC (per cross-connect)	$0.30
	4-wire RC (per cross-connect)	$0.50
	DS1 RC (per cross-connect)	$8.00
	DS3 RC (per cross-connect)	$72.00
	2-wire NRC (first cross-connect)	$19.20
	4-wire NRC (first cross-connect)	$19.20
	DS1 NRC (first cross-connect)	$155.00
	DS3 NRC (first cross-connect)	$155.00
	2-wire NRC (each additional cross-connect)	$19.20
	4-wire NRC (each additional cross-connect)	$19.20
	DS1 NRC (each additional cross-connect)	$27.00
	DS3 NRC (each additional cross-connect)	$27.00
POT Bay	2-wire RC (per cross-connect)	$0.40
	4-wire RC (per cross-connect)	$1.20
	DS1 RC (per cross-connect)	$1.20
	DS3 RC (per cross-connect)	$8.00
Additional Security Access Cards	NRC-ICB (each)	$10.00
Security Escort	Basic - first half hour NRC-ICB	$41.00
	Overtime - first half hour NRC-ICB	$48.00
	Premium - first half hour NRC-ICB	$55.00
	Basic - additional half hour NRC-ICB	$25.00
	Overtime - additional half hour NRC-ICB	$30.00
	Premium - additional half hour NRC-ICB	$35.00

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

VIRTUAL COLLOCATION

Rates for Virtual Collocation as 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

ALEC and BellSouth shall pay its own costs in the provision of interim number portability. ALEC 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

Attachment 11
Exhibit 3

Georgia

GEORGIA

PRICING

1. **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 Georgia Public Service Commission.

2. **Local Service Resale**

The prices that ALEC 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 Georgia:

Residential Service	20.30%
Business Service:	17.30%

The prices that ALEC pays for resold Local Services were established by the Commission in Docket No. 6352-U. The Commission will review those prices one year from the date of its order in that docket.

3. **Unbundled Network Elements**

The interim prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Call and Transport Termination**

The interim prices that ALEC shall pay to BellSouth are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The interim prices that ALEC shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The interim prices that ALEC shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The interim prices that ALEC shall pay to BellSouth are set forth in Table 3.

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 4.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 5.

8. **Electronic Interfaces**

As stated in the Georgia Public Service Commission's Supplemental Order issued in Docket No. 6352-U, all costs incurred by BellSouth to implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, the Georgia Public Service Commission shall initiate a separate hearing to address the matter upon filing of a petition by an affected party.

9. **Interim Pricing**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

1. The interim price shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices for unbundled local loops in the Docket No. 7601-U generic cost study proceeding, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

   (a) BellSouth and ALEC is entitled to be a full party to the proceeding;

   (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

   (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

4. ALEC shall retain its ability under Section 252(i) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

TABLE 1

BELLSOUTH/ALEC INTERIM RATES - GEORGIA

UNBUNDLED NETWORK ELEMENTS

(all rates are subject to true-up)

Network Interface Device, Per Month	$0.53	
Loops, including NID, Per Month		
2 wire analog voice grade loop	$14.22	
NRC	$25.80	
4 wire analog voice grade loop	$22.75	
NRC	$25.80	
2 wire ADSL/ISDN	$17.00	
NRC	$25.80	
4 wire HDSL	$27.20	
NRC	$25.80	
2 wire ISDN Digital	$27.20	
NRC	$25.80	
4 wire DS1 Digital grade loop	$117.00	
NRC	$665.00 $315.00	First Add'l
Local Switching, Per Month		
2 wire analog port	$1.13	
NRC	$50.00 $18.00	First Add'l
4 wire analog port (Coin)	$1.13	
NRC	$50.00 $18.00	First Add'l
2 wire DID port	$12.68	
NRC	$50.00 $18.00	First Add'l
4 wire DID port	$120.00	
NRC	$230.00 $200.00	First Add'l
2 wire ISDN	$13.50	
NRC	$150.00 $120.00	First Add'l
4 wire ISDN	$308.00	
NRC	$230.00 $200.00	First Add'l
Rotary Service (hunting)	$0.20	
NRC	$3.00 $3.00	First Add'l
Local Switching		
End Office Switching, per Minute of use	$0.0016	
Tandem Switching, per minute of use	$0.0017	
Local Transport		
Dedicated Transport - DS1 Level - per mile per month	$1.60	
DS1 - Facility Termination, per month	$59.75	
DS1 - Facility Termination, NRC	$100.49	

Dedicated Transport - DS0 Level - per mile per month	$.10	
DS0 - Facility Termination, per month	$2.75	
DS0 - Facility Termination, NRC	$24.01	
Common Transport - per mile per month	$.000012	
Facility Termination, per mou	$0.00036	
Unbundled Signaling		
Signaling Links		
A link	$19.97 per link	
D link	$25.25 per link	
Signal Transfer Points		
ISUP	$0.00005 per message	
TCAP	$0.00005 per message	
Signaling Usage Surrogate, per 56 Kbps facility. This charge is only applicable where signaling usage measurement and billing capability does not exist.	$395.00	
Signal Control Points		
AIN	Interim Rates to be Negotiated	
LIDB	$0.00075 per message	
Originating point code establishment or change, per establishment or change	$91.00	
800/888 Access Ten Digit Screening Service		
Per 800 call utilizing access ten digit screening service w/800 number delivery	$0.00075 per message	
Per 800 call utilizing access ten digit screening service w/800 number delivery, for 800 numbers with optional complex features	$0.00075 per message	
Per 800 call utilizing access ten digit screening service with POTS number delivery	$0.00075 per message	
Per 800 call utilizing access ten digit screening service with POTS number delivery, with optional complex features	$0.00075 per message	
NRC Reservation charge, per 800 number reserved	First $27.50	Add'l. $.50
NRC Establishment charge, per 800 number established with 800 Number Delivery	First $63.00	Add'l. $2.00
NRC Establishment charge, per 800 number established with POTS number delivery	First $63.00	Add'l. $2.00
NRC Change charge, per request	First $42.00	Add'l. $.50
NRC customized area of service, per 800 number	First $3.00	Add'l. $1.50
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	First $3.50	Add'l. $2.00
NRC call handling and destination features, per 800 number	$3.00	
Operator Systems		
Operator Provided Call Handling	$0.30 per call	
Fully Automated Call Handling	$0.07 per attempt	
Directory Assistance		
Directory Assistance	$0.20 per call	
DA Call Completion	$0.05 per attempt	
Number Services Intercept	$0.04 per query	

DA -switched local channel DS1 level, per local channel	$133.81
NRC First	$866.97
NRC Add'l	$486.83
DA-Switched dedicated transport - DS1 level, per mile	$23.50
NRC	$100.49
DA-switched common transport, per DA Acc. Svc Call	$0.00036
DA-switched common transport, per DA acc svc call mi.	$0.00004
DA - access tandem switching, per DA access svc call	$0.00055
DA - interconnection, per DA access service call	$0.00269
Installation, per DA access service call	$915.00 First $100.00 Add'l
DA database service - use fee, per DAD customer's end user request	$0.035
DA database Service - monthly recurring charge	$150.00
Direct access to DA service	
NRC DADAS service establishment charge	$1,000.00
DADAS database service charge, per month	$5,000.00
DADAS per query charge	$0.023
Selective Routing	
One time charge	$10.00 per line or PBX trunk
Dark Fiber	
Per each fiber strand per route mile or fraction thereof	$241.00
Per each four-fiber dry fiber arrangement	$1000.00 per arrangement
CALL TRANSPORT AND TERMINATION (LOCAL INTERCONNECTION) (1)	
(1) The Parties agree to bill a mutually agreed upon composite End Office Interconnection rate of $0.003 and composite Tandem Interconnection rate of $0.004 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

SCHEDULE OF RATES AND CHARGES

Rate Element Description	Type of Charge	Charge
Application Fee	NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	$2,750.00
Floor Space	Zone A RC (per square foot)	$7.50
	Zone B RC (per square foot)	$6.75
Power	RC (per amp)	$5.00
Cable Support structure	RC (per entrance cable)	$13.35
Cross-Connects	2-wire RC (per cross-connect)	$0.30
	4-wire RC (per cross-connect)	$0.50
	DS1 RC (per cross-connect)	$8.00
	DS3 RC (per cross-connect)	$72.00
	2-wire NRC (first cross-connect)	$19.20
	4-wire NRC (first cross-connect)	$19.20
	DS1 NRC (first cross-connect)	$155.00
	DS3 NRC (first cross-connect)	$155.00
	2-wire NRC (each additional cross-connect)	$19.20
	4-wire NRC (each additional cross-connect)	$19.20
	DS1 NRC (each additional cross-connect)	$27.00
	DS3 NRC (each additional cross-connect)	$27.00
POT Bay	2-wire RC (per cross-connect)	$0.40
	4-wire RC (per cross-connect)	$1.20

Attachment 11
Exhibit 4

Kentucky

KENTUCKY

PART IV: PRICING

1. **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 Kentucky Public Service Commission.

2. **Local Service Resale**

The rates that ALEC 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 Kentucky.

Residential Service	16.79%
Business Service:	15.54%

3. **Unbundled Network Elements**

The prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Call and Transport Termination**

The prices that ALEC shall pay to BellSouth are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The prices that ALEC shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The prices that ALEC shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The prices that ALEC shall pay to BellSouth are set forth in Table 4.

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 6.

8. **Electronic Interfaces**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the ALECs on a fairly apportioned basis. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the Kentucky Public Service Commission to initiate a separate hearing to address the matter.

42. **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up on a prospective basis as determined by the Commission.

TABLE 1

BELLSOUTH/ALEC RATES - KENTUCKY
UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	$1.80
Unbundled Loops	
2 Wire Analog VG Loop, per month	
Standard - with NID	$20.00
Standard - without NID	$18.20
Nonrecurring, with or without NID - First	$86.08
Nonrecurring, with or without NID - Add'l	$58.57
2 Wire Analog VG Loop, per month	
Customized - with NID	$23.35
Customized - without NID	$21.41
Nonrecurring, with or without NID - First	$236.75
Nonrecurring, with or without NID - Add'l	$177.10
4 Wire Analog VG Loop, per month	
Standard - with NID	$28.28
Standard - without NID	$26.38
Nonrecurring, with or without NID - First	$457.14
Nonrecurring, with or without NID - Add'l	$348.83
2 Wire ISDN Digital Grade Loop, per month	
Standard - with NID	$31.99
Standard - without NID	$29.65
Nonrecurring, with or without NID - First	$541.28
Nonrecurring, with or without NID - Add'l	$431.61
2 Wire ADSL Loop, per month	
Standard - with NID	$11.89
Standard - without NID	$10.63
Nonrecurring, with or without NID - First	$713.50
Nonrecurring, with or without NID - Add'l	$609.44
2 Wire HDSL Loop, per month	
Standard - with NID	$8.51
Standard - without NID	$7.40
Nonrecurring, with or without NID - First	$713.50
Nonrecurring, with or without NID - Add'l	$609.44
4 Wire HDSL Loop, per month	
Standard - with NID	$10.39
Standard - without NID	$9.70
Nonrecurring, with or without NID - First	$748.93
Nonrecurring, with or without NID - Add'l	$646.17
4 Wire DS1 Digital Grade Loop, per month	$67.96
Nonrecurring - First	$849.80
Nonrecurring - Additional	$523.27
Loop Channelization System - For Unbundled Loops	
Unbundled Loop System (DS1 to VG) per system, per month	$429.33
Nonrecurring - First	$664.06
Nonrecurring - Additional	$166.55
Central Office Interface Per Circuit, per month	$1.26
Nonrecurring - First	$46.68
Nonrecurring - Additional	$46.38

Local Switching, Per Month	
2 wire analog	$2.61
Nonrecurring, Residence - First	$37.78
Nonrecurring, Residence - Additional	$37.78
Nonrecurring, Business, First	$37.55
Nonrecurring, Business - Additional	$37.55
Nonrecurring, PBX, First	$36.47
Nonrecurring, PBX - Additional	$36.47
4 wire Analog (Coin)	$3.04
Nonrecurring - First	$40.71
Nonrecurring - Additional	$40.71
4 wire ISDN DS1	$275.48
Nonrecurring - First	$181.27
Nonrecurring - Additional	$116.42
2 wire ISDN Digital	$12.33
Nonrecurring - First	$90.48
Nonrecurring - Additional	$84.53
Nonrecurring - User Profile per B Channel	$5.61
2 wire Analog Hunting - per line	$.29
Nonrecurring	$2.14
Local Switching, per Minute Of Use	
End Office Switching	$.002562
Tandem Switching	$.001096
Local Switching Features, functions, capabilities	No additional charge
Common Transport	
Common Transport, per mile, per MOU	$.0000049
Common Transport - Facility Termination, per MOU	$.000426
Dedicated Transport	
DS1, per mile, per month	$.45
DS1, Facility Termination, per month	$55.05
Nonrecurring - First	$298.18
Nonrecurring - Additional	$231.23
Exchange Access Interoffice Channel	
0 - 8 miles, fixed per month	$16.14
per mile, per month	$.0301
9 -25 miles, fixed, per month	$17.18
per mile, per month	$.0726
Over 25 miles, fixed, per month	$18.41
per mile, per month	$.0831
Nonrecurring - First	$181.93
Nonrecurring - Additional	$75.56
Operator Systems	
Operator Call Processing Access Service	
Operator Provided, per minute	
Using BST LIDB	$1.6016
Using Foreign LIDB	$1.6249
Fully Automated, per attempt	
Using BST LIDB	$.0856
Using Foreign LIDB	$.1071

Operator Systems, continued	
Inward Operator Services Access Service	
Verification, per call	$1.00
Emergency Interrupt, per call	$1.111
Directory Assistance	
Directory Assistance Access Service Calls	
Per call	$.3136
Recording cost per announcement	$1,664.89
Loading cost per audio unit	$244.04
Directory Assistance Database Service	
Use Fee, per DADS customer's EU request/Listing	$.0193
Monthly recurring	$120.76
Direct Access to Directory Assistance Service (DADAS)	
Database service charge, per month	$7,235.01
Database Query Charge, per query	$.0052
Nonrecurring - DADAS service establishment	$1,186.94
DACC Access Service	
Per Call Attempt	$.058
Number Service Intercept Access Service	
Per Intercept Query	$.0086
Per Intercept Query Update	$.0055
Directory Transport	
Switched Common Transport per DA Service Call	$.000175
Switched Common Transport per DA service call mile	$.000004
Access Tandem Switched per DA service call	$.000783
Switched Local Channel - DS1 level, per month	$36.32
Nonrecurring - First	$637.46
Nonrecurring - Additional	$546.94
Switched Dedicated Transport - DS1 level, per mile, per month	$.45
Facilities Termination, per month	$55.05
Nonrecurring - First	$298.18
Nonrecurring - Additional	$231.18
Nonrecurring installation per trunk or signaling connection - First	$501.98
Nonrecurring installation per trunk or signaling connection - Additional	$13.32
CCS7 Signaling Transport Services	
Signaling connection Link, per month	$16.31
Nonrecurring	$354.95
Signaling Termination (Port), per month	$174.08
Signaling Usage surrogate, per 56 Kbps facility, per month	$329.98
Signaling Usage, per call setup message	
Signaling Usage, per TCAP message	$.000037893
	$.000102042

800 Access Ten Digit Screening Service	
800/POTS Number Delivery, per query	$.0010
800/POTS number delivery with optional complex features, per query	$.0011
800/800 number delivery, per query	$.0010
800/800 number delivery with optional complex features, per query	$.0011
Nonrecurring	
Per 800 number reserved - First	$10.05
Per 800 number reserved - Additional	$1.19
Per 800 number established with 800 number delivery - First	$30.59
Per 800 number established with 800 number delivery - Additional	$3.22
Per 800 number established with POTS number delivery - First	$30.59
Per 800 number established per POTS number delivery - Additional	$3.22
Customized area of service per 800 number - First	$6.97
Customized area of service per 800 number - Additional	$3.49
Multiple InterLATA Carrier routing per Carrier/800 number - First	$8.16
Multiple InterLATA Carrier routing per Carrier/800 number - Additional	$4.67
Change Charge per request - First	$11.24
Change Charge per request - Additional	$1.19
Call handling and Destination Features per 800 Number	$6.97
Line Information Database Access Service	
Common Transport, per query	$.00006
Validation, per query	$.00938
Nonrecurring - Establishment or change	$107.60
Call Transport and Termination (1)	
End Office switching, per MOU	$.002562
Tandem Switching, per MOU	$.001096
Common Transport, facility termination per MOU	$.0000049
Common Transport, per mile per MOU	$.000426
Intermediary Tandem, per MOU	$.001096
Selective Routing (Interim price)	
Nonrecurring	$10.00
Operational Support System	
OSS Electronic Interface, per order	$10.89
(1) The Parties agree to bill a mutually agreed upon composite End Office Interconnection rate of $0.004 and composite Tandem Interconnection rate of $0.008 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 COLLOCATION

SCHEDULE OF RATES AND CHARGES

Rate Element Description	Type of Charge	Charge
Application Fee	NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	$2,750.00
Floor Space	Zone A RC (per square foot)	$7.50
	Zone B RC (per square foot)	$6.75
Power	RC (per amp)	$5.00
Cable Support structure	RC (per entrance cable)	$13.35
Cross-Connects	2-wire RC (per cross-connect)	$0.30
	4-wire RC (per cross-connect)	$0.50
	DS1 RC (per cross-connect)	$8.00
	DS3 RC (per cross-connect)	$72.00
	2-wire NRC (first cross-connect)	$19.20
	4-wire NRC (first cross-connect)	$19.20
	DS1 NRC (first cross-connect)	$155.00
	DS3 NRC (first cross-connect)	$155.00
	2-wire NRC (each additional cross-connect)	$19.20
	4-wire NRC (each additional cross-connect)	$19.20
	DS1 NRC (each additional cross-connect)	$27.00
	DS3 NRC (each additional cross-connect)	$27.00
POT Bay	2-wire RC (per cross-connect)	$0.40
	4-wire RC (per cross-connect)	$1.20
	DS1 RC (per cross-connect)	$1.20
	DS3 RC (per cross-connect)	$8.00
Additional Security Access Cards	NRC-ICB (each)	$10.00
Security Escort	Basic - first half hour NRC-ICB	$41.00
	Overtime - first half hour NRC-ICB	$48.00
	Premium - first half hour NRC-ICB	$55.00
	Basic - additional half hour NRC-ICB	$25.00
	Overtime - additional half hour NRC-ICB	$30.00
	Premium - additional half hour	$35.00

NRC-ICB

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

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 ≤ 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 ≤ One Business Day

D = Total Number of PIC Changes for an Supra Telecommunications and Information Systems, Inc. Local Customer

Rejected by BellSouth to IXC

Attachment 11

Rates

Attachment 11
Exhibit 1

Alabama

ALABAMA

PART IV: PRICING

1. **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 Alabama Public Service Commission.

2. **Local Service Resale**

The rates that ALEC 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 Alabama, subject to the Commission's decision in Docket No. 25677.

Residential Service	17%
Business Service:	17%

3. **Unbundled Network Elements**

The interim prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Call and Transport Termination**

The interim prices that ALEC and BellSouth shall pay are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The interim prices that ALEC shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The interim prices that ALEC shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The interim prices that ALEC shall pay to BellSouth are set forth in Table 4.

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 5.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 6.

8. **Electronic Interfaces**

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces.

42. **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up within six (6) months once BellSouth has submitted cost studies.

TABLE 1

BELLSOUTH / ALEC INTERIM RATES - ALABAMA
UNBUNDLED NETWORK ELEMENTS
(Rates are subject to true-up)

NETWORK INTERFACE DEVICE (NID), per month	$0.63
NONRECURRING CHARGE - customer transfer,	
feature additions, changes	$5.00
UNBUNDLED EXCHANGE ACCESS LOOP (1) (4)	
- 2 Wire Analog Voice Grade Loop	$18.00
NRC	$55.20
- 4 Wire Analog Voice Grade Loop	$28.80
NRC	$55.20
- 2 Wire ISDN Digital Grade Loop	$28.80
NRC	$55.20
- 2 Wire ADSL/HDSL Loop	$28.80
NRC	$55.20
- 4 Wire HDSL Loop	$28.80
NRC	$55.20
- 4 Wire DS1 Digital Grade Loop	$64.19
NRC First	$675.00
NRC Add'l	$315.00
LOOP CHANNELIZATION SYSTEM (DS1 to VG) (Inside C.O.)	
- Per system (DS1 to VG), Per Month	$400.00
NRC	$525.00
- Voice Interface - Per Circuit, Per Month	$1.15
NRC	$8.00
COLLOCATION - VIRTUAL (2)	
UNBUNDLED LOCAL USAGE, per mou (3)	
End Office Switching, per mou	$0.0017
Tandem Switching, per mou	$0.0015
Note(s):	
1. Loop rate includes the NID rate.	
2. The Commission did not order rates for Virtual Collocation. The rates displayed reflect BellSouth's proposed interim rates as set forth in FCC No. 1, Section 20.	
UNBUNDLED EXCHANGE PORTS, per month (4)	
- 2 Wire Analog Port, per month	$2.50
NRC First	$50.00
NRC Add'l	$18.00
- 4 Wire Analog Port (Coin)	$4.00
NRC First	$50.00
NRC Add'l	$18.00
- 2 Wire DID Port	$12.08
NRC First	$50.00

NRC Add'l	$18.00
- 4 Wire DID Port	$130.23
NRC First	$50.00
NRC Add'l	$18.00
- 2 Wire ISDN Digital Port	$11.91
NRC First	$150.00
NRC Add'l	$120.00
- 4 Wire ISDN DS1 Port	$308.00
NRC First	$230.00
NRC Add'l	$200.00
- 2 Wire Analog Hunting, Per Line Per Month	$0.25
NRC	$3.00
OPERATOR CALL PROCESSING ACCESS SERVICE	
- Operator Provided Call Handling, using BST LIDB, per mou	$1.36
- Operator Provided Call Handling, using foreign LIDB, per mou	$1.38
- Call Completion Access Termination Charge per call attempt	$0.08
- Automated Call Handling, using BST LIDB, per attempt	$0.07
- Automated Call Handling, using foreign LIDB, per attempt	$0.09
DA Access Service Call, per call	$0.25
DA Call Completion Access Service, per attempt	$0.25
Number Services Intercept, per query	$0.25
Inward Operator Services Access Service	
- Busy Line Verification, per call	$0.90
- Emergency Interrupt, per call	$1.95
DIRECTORY ASSISTANCE (DA) ACCESS SERVICE	
DA Database Service	
- Use Fee, per listing	$0.035
- Monthly recurring charge	$150.00
Direct Access to DA Service	
- DADAS Database Query Charge, per Query	$0.023
- DADAS Database Service Charge, per month	$5,000.00
- DADAS Service Establishment Charge	$1,000.00
DA Transport	
- Sw. Local Channel - DS1 Level, per month	$133.81
NRC First	$866.87
NRC Add'l	$486.83
- Sw. Dedicated Transport - DS1 level, Per Mile Per Month	$23.00
- Facilities Termination, per month	$90.00
NRC	$100.49
- Switched Common Transport, per DA Acc. Svc. Call	$0.0003
- Switched Common Transport, per DA Svc. Call Mile	$0.00004
- Access Tandem Switching, per DA Acc. Svc. Call	$0.00055
- DA Interconnection, per DA Acc. Svc. Call	$0.00269
- Installation, trunk side svc., per trunk or signaling connection	
NRC First	$915.00
NRC Add'l	$100.00

UNBUNDLED EXCHANGE ACCESS IOC	
0-8 Miles, Fixed Per Month	$30.00
Per Mile Per Month	$2.05
9-25 Miles, Fixed Per Month	$30.00
Per Mile Per Month	$2.00
Over 25 Miles, Fixed Per Month	$30.00
Per Mile Per Month	$1.95
Nonrecurring Charge	$97.00
DEDICATED TRANSPORT (DS1 Level)	
- DS1 per Facility Termination Per Month	$90.00
NRC	$100.49
- DS1 per Mile Per Month	$23.00
- DS0 equivalent per terminal Per Month	$38.37
NRC	$25.00
- DS0 equivalent per Mile Per Month	$1.90
COMMON TRANSPORT	
Per Mile per mou	$0.00004
Facilities Termination per mou	$0.00036
CALL TRANSPORT AND TERMINATION (LOCAL INTERCONNECTION) (1)	
End Office Switching, per mou	$0.0017
Tandem Switching, per mou	$0.0015
Common Transport per mile per mou	$0.00004
Common Transport Facility Termination, per mou	$0.00036
Intermediary Tandem, per mou (2)	$0.0015
Note(s):	
1. The Parties agree to bill a mutually agreed upon composite End Office Interconnection rate of $0.004 and composite Tandem Interconnection rate of $0.005 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. 2. The Intermediary Charge applies only to intermediary traffic and is applied in addition to applicable interconnection charges.	
UNBUNDLED CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection Links, A Link or B Link, 56 Kbps per Month	$55.00
NRC	$510.00
CCS7 Signaling Termination (Port) per STP, per Month	$355.00
Call Set-up Message	$0.000023
TCAP Message	$0.000050
CCS7 Signaling Usage, per 56 Kbps Facility per Month	$395.00
- Signaling usage surrogate, per 56 kbps facility. This charge is only applicable	
where signaling usage measurement and billing capability does not exist.	
SERVICE CONTROL POINTS	

Line Information Database Access Service (LIDB)	
Validation (FCC No. 1, Sec. 19)	
- LIDB Common Transport, per query	$0.00030
- LIDB Validation, per query	$0.038
- Orig. Point Code Establishment or Change, per estab. or change	$91.00
800 Access Ten Digit Screening Service	
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening	
Svc. w/800 Number Delivery, per query	$0.0036
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening	
Svc. w/800 Number Delivery, for 800 Numbers,	
w/ Optional Complex Features, per query	$0.00431
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening	
Svc. w/POTS Number Delivery, per query	$0.00431
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening	
Svc. w/POTS Number Delivery, w/Optional Complex	
Features, per query	$0.00431
- Reservation Charge per 800 Number reserved	
NRC First	$31.50
NRC Add'l	$0.50
- Establishment Charge per 800 number established w/800 No. Delivery	
NRC First	$69.90
NRC Add'l	$1.50
- Est. Charge per 800 number est. w/POTS Number Delivery	
NRC First	$69.90
NRC Add'l	$1.50
- Change Charge per request	
NRC First	$48.50
NRC Add'l	$0.50
- Customized Area of Service Per 800 Number	
NRC First	$3.00
NRC Add'l	$1.50
- Multiple InterLATA Carrier Routing per carrier requested, per 800 number	
NRC First	$3.50
NRC Add'l	$2.00
- Call Handling and Destination Features per 800 number	$3.00
AIN per signaling message	$0.0006
Calling Name (CNAM) Query Service - DataBase Owner(1)	
- per query	$0.016
AIN RELATED SERVICES with mediation (2)	To be negotiated
DARK FIBER	
- Per each four-fiber dry fiber arrangement	$1,000.00
- Per each fiber strand per route mile or fraction thereof, per month	$241.00
SELECTIVE ROUTING	

- Per Line or PBX Trunk, each	$3.90
- NRC	$10.00
Note(s): 1. The Commission did not order a rate for this service. The rate reflected here is BellSouth's proposed rate. 2. AIN related services are currently under development. The method for recovery of cost appropriately incurred during the design, development, testing and implementation of AIN mediation mechanisms remains an issue to be resolved. However, BellSouth is at least entitled to recover portions of the costs incurred in the design, development, testing and implementation of such mediation mechanisms.	

TABLE 2

RATES FOR PHYSICAL COLLOCATION
(prices are interim, subject to true-up)

SCHEDULE OF RATES AND CHARGES

Rate Element Description	Type of Charge	Charge
Application Fee	NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	$2,750.00
Floor Space	Zone A RC (per square foot)	$7.50
	Zone B RC (per square foot)	$6.75
Power	RC (per amp)	$5.00
Cable Support structure	RC (per entrance cable)	$13.35
Cross-Connects	2-wire RC (per cross-connect)	$0.30
	4-wire RC (per cross-connect)	$0.50
	DS1 RC (per cross-connect)	$8.00
	DS3 RC (per cross-connect)	$72.00
	2-wire NRC (first cross-connect)	$19.20
	4-wire NRC (first cross-connect)	$19.20
	DS1 NRC (first cross-connect)	$155.00
	DS3 NRC (first cross-connect)	$155.00
	2-wire NRC (each additional cross-connect)	$19.20
	4-wire NRC (each additional cross-connect)	$19.20
	DS1 NRC (each additional cross-connect)	$27.00
	DS3 NRC (each additional cross-connect)	$27.00
POT Bay	2-wire RC (per cross-connect)	$0.40
	4-wire RC (per cross-connect)	$1.20
	DS1 RC (per cross-connect)	$1.20
	DS3 RC (per cross-connect)	$8.00
Additional Security Access Cards	NRC-ICB (each)	$10.00
Security Escort	Basic - first half hour NRC-ICB	$41.00
	Overtime - first half hour NRC-ICB	$48.00
	Premium - first half hour NRC-ICB	$55.00
	Basic - additional half hour NRC-ICB	$25.00
	Overtime - additional half hour NRC-ICB	$30.00
	Premium - additional half hour NRC-ICB	$35.00

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

RATES FOR VIRTUAL COLLOCATION

(prices are interim, subject to true-up)

Rates, terms, and conditions as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

TABLE 3

RIGHTS OF WAY

(prices are interim, subject to true-up)

BellSouth shall provide access to rights-of-way at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a compliant with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d). Following are interim rates for occupancy, subject to true-up:

Poles, per attachment, per year	$4.20
Conduits, per foot, per year	$ .56
Work performed by BellSouth Employees	Labor rate developed in accordance with FCC Accounting rules for work performed by BellSouth Employees.

TABLE 5

NUMBER PORTABILITY

(Interim, Subject to true-up)

Remote Call Forwarding (RCF)

-Business line, per number ported, 10 paths	$1.50
-Residence Line, per number ported, 6 paths	$1.25
-Additional capacity for simultaneous call forwarding, per additional path	$.50
-Rate per order, per end-user location	$25.00

For LERG Reassignment, Route Index-Portability Hub, and Directory Number-Route Index, the Parties agree to continue to work on interim rates that shall also be subject to true-up according to permanent rates for number portability to be established by the Alabama Public Service Commission.

TABLE 6

RECORDED USAGE DATA

(Interim Rates subject to True-up)

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message Distribution, per message	$.004
Data Transmission, per message	$.001

VIRTUAL COLLOCATION

(All prices are interim at this time)

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 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

DARK FIBER

Temporary rates for dark fiber are as follows:

Per each fiber strand, per month, per route mile or fraction thereof	$241.00
NRC, per each four-fiber dry fiber arrangement	
First	$1,808.19
Additional	$922.95

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a compliant with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d). The following rates will apply at this time:

Access to poles	$4.20 per year
Access to conduits	$0.56 per foot
Work performed by BST employees	Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST

TABLE 5

INTERIM NUMBER PORTABILITY

BellSouth and ALEC will each bear their own costs of providing remote call forwarding as an interim number portability option.

For LERG reassignment, route index-portability hub, and directory number-route index, the parties agree to continue to work toward interim rates that shall be subject to true-up according to permanent rates that the Kentucky Public Service Commission will establish in upcoming cost proceedings.

TABLE 6

RECORDED USAGE DATA

OSS OLEC Daily Usage File	
Recording per message	$.0008611
Message distribution, per message	$.0032357
Message distribution, per magnetic tape provisioned	$55.68
Data Transmission (CONNECT:DIRECT) per message	$.0000365

Attachment 11
Exhibit 5

Louisiana

LOUISIANA

PART IV: PRICING

1. **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 Louisiana Public Service Commission.

2. **Local Service Resale**

The rates that ALEC 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 Louisiana.

Residential Service	20.7%
Business Service:	20.7%

3. **Unbundled Network Elements**

The prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Call and Transport Termination**

The prices that ALEC shall pay to BellSouth are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The prices that ALEC shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The prices that ALEC shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The prices that ALEC shall pay to BellSouth are set forth in Table 3.

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 4.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 5.

8. **Electronic Interfaces**

All costs prudently incurred by BellSouth to implement operational interfaces based on ALEC-provided specifications shall be borne by ALEC. If any future CLEC utilizes any electronic interface developed by BellSouth for ALEC, the CLEC shall reimburse ALEC for its cost incurred on a pro-rata basis determined on actual usage. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the Louisiana Public Service Commission to initiate a separate hearing to address the matter.

42. **True-up**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up upon the establishment of final rates based upon the findings of the final order in Docket U-22022 (or any other appropriate Commission proceeding). At such time as a final order issues in Docket U-22022 rates will be re-calibrated accordingly. To the extent that ALEC has actually purchased unbundled services from BellSouth prior to that time, the Parties will reimburse each other for the difference between the interim rates and those rates established in Docket U-22022.

BELLSOUTH/ALEC RATES - LOUISIANA
UNBUNDLED NETWORK ELEMENTS
(all prices are interim at this time)

Network Interface Device, Per Month	$0.68
Loop, including NID	
2 Wire	$19.08
NRC	$34.00
4 Wire	$27.78
NRC	$34.00
2 Wire ISDN	$28.88
NRC	$34.00
DS1	$105.00
NRC	$360.00 First/$165.00 Additional
2W ADSL/HDSL	$19.08
NRC	$34.00
4W HDSL Loop	$27.78
NRC	$34.00
Loop Channelization System (inside C.O.)	
Per-System, Per Month (DS1 to VG)	$400.00
NRC	$525.00
Voice Interface-Per Circuit, Per Month	$ 1.15
NRC	$ 8.00
Local Switching, Monthly (Unbundled switching does not include the features, functions, and capabilities used to provide vertical services like Caller ID, Call Waiting, and Call Return when these features, functions, and capabilities are used by ALEC to offer services identical to BellSouth's retail vertical services.)	No additional charge for features
2 Wire, per port, per month	$2.15
NRC	$25.00 First/$9.00 Additional
4 Wire, per port, per month	$2.92
NRC	$25.00 First/$9.00 Additional
2 Wire DID, per port, per month	TBD
NRC	TBD
DS1 DID, per port, per month	TBD
NRC	TBD
2 Wire ISDN, per port, per month	$14.18
NRC	$75.00 First/$60.00 Additional
DS1 ISDN, per port, per month	$328.59
NRC	$115.00 First/$100.00 Additional
Hunting, Per Month	$0.23
, NRC	$1.50
Local Switching, Per MOU	$0.001599
Tandem Switching, per MOU	$0.001231
Operator Systems	
Operator Call Handling, per call	$0.40
Automated Call Handling, using BST LIDB, per attempt	$0.07
Automated Call Handling, using foreign LIDB, per attempt	$.09

Busy Line Verification, per call	$0.85
Verify and Emergency Interrupt, per call	$1.45
Directory Assistance	
DA Access Service, per call	$0.2187
DA Call Completion, per attempt	$0.0170
DA Transport	
Switched Common Transport, per call	$0.000204
Switched Common Transport, per call mile	$0.000003
Access Tandem, per call	$0.000820
Intercept, per query	$0.0201
DA Database Service	
Use Fee, per listing	$.0275
Monthly Recurring Charge	$137.50
Direct Access to DA Service	
DADAS Database Query Charge, Per Query	TBD
DADAS Database Service Charge, Per Month	TBD
DADAS Service Establishment Charge	TBD
Dedicated Transport	
VG Analog IOC - both ends	
0-8 mile - fixed, per month	$12.61
- per mile, per month	$0.0027
9-25 mile - fixed, per month	$13.01
- per mile, per month	$0.0314
> 25 - fixed, per month	$13.24
- per mile, per month	$0.0463
NRC, per IOC	$50.00
DSI Transport	
DS1 IOC, facility termination, per month	$71.64
DS1 IOC, per mile, per month	$8.38
DS1 IOC, NRC	$50.25
Common Transport	
Per MOU	$0.000324
Per mile, per MOU	$0.00002
Signaling Links/ STPs	
56KBPS-A Link or D Link, per month	$3.27
NRC	$255.00
ISUP Message	$0.0000035
TCAP Message	$0.0000120
STP Port, per month	$87.59
CCS7 Signaling Usage Surrogate, per 56Kbps facility, per month, when measurement capabilities not available.	$197.50
800 Access Ten Digit Screening Service	
per 800 call, with 800 Number Delivery, per query	$0.0027
per 800 call, with 800 Number Delivery, with complex features, per query	$0.0029
per 800 call, with POTS No. Delivery, per query	$0.0027
per 800 call, with POTS Number Delivery, with complex features, per query	$0.0029
Reservation charge per 800 number reserved NRC - First NRC - Additional	 $20.00 $.50

Establishment charge per 800 number established with 800 number or POTS number delivery	
NRC - First	$41.00
NRC - Additional	$1.50
Change charge per request	
NRC - First	$29.50
Additional	$.50
Customized Area of Service, per 800 number	
NRC - First	$3.00
NRC - Additional	$1.50
Multiple interLATA Carrier Rt. per carrier requested, per 800 number	
NRC - First	$3.50
NRC - Additional	$2.00
Call Handling and Destination Features per 800 number	$3.00
Line Information Database Access Service	
LIDB Common Transport, per query	$0.00018
LIDB Validation, per query	$0.0237
Nonrecurring point code establishment or change charge	$91.00
Other SCPs/ Databases	
AIN, per query	TBD
Calling Name (NAM) Query Service, per query	$.016
Call Transport and Termination (1)	
Termination	
Transport	
(1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of $0.003 and composite tandem interconnection rate of $0.004 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 COLLOCATION
(all prices are interim at this time)

SCHEDULE OF RATES AND CHARGES

Rate Element Description	Type of Charge	Charge
Application Fee	NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	$2,750.00
Floor Space	Zone A RC (per square foot)	$7.50
	Zone B RC (per square foot)	$6.75
Power	RC (per amp)	$5.00
Cable Support structure	RC (per entrance cable)	$13.35
Cross-Connects	2-wire RC (per cross-connect)	$0.30
	4-wire RC (per cross-connect)	$0.50
	DS1 RC (per cross-connect)	$8.00
	DS3 RC (per cross-connect)	$72.00
	2-wire NRC (first cross-connect)	$19.20
	4-wire NRC (first cross-connect)	$19.20
	DS1 NRC (first cross-connect)	$155.00
	DS3 NRC (first cross-connect)	$155.00
	2-wire NRC (each additional cross-connect)	$19.20
	4-wire NRC (each additional cross-connect)	$19.20
	DS1 NRC (each additional cross-connect)	$27.00
	DS3 NRC (each additional cross-connect)	$27.00
POT Bay	2-wire RC (per cross-connect)	$0.40
	4-wire RC (per cross-connect)	$1.20
	DS1 RC (per cross-connect)	$1.20
	DS3 RC (per cross-connect)	$8.00
Additional Security Access Cards	NRC-ICB (each)	$10.00
Security Escort	Basic - first half hour NRC-ICB	$41.00
	Overtime - first half hour NRC-ICB	$48.00
	Premium - first half hour NRC-ICB	$55.00
	Basic - additional half hour NRC-ICB	$25.00
	Overtime - additional half hour NRC-ICB	$30.00
	Premium - additional half hour NRC-ICB	$35.00

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

VIRTUAL COLLOCATION
(all prices are interim at this time)

Rates tariffed by BellSouth in its FCC Tariff No. 1, Section 20

TABLE 3

RIGHTS OF WAY, POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

(all prices are interim at this time)

The rates charged to ALEC for rights-of-way shall be the lowest rate negotiated by BellSouth for existing or future license agreements. All rates charged to ALEC for poles, conduits, and rights of way shall be provided under standard licensing agreements complying with all pertinent rules and regulations of the Louisiana Public Service Commission. Interim pole and conduit occupancy rates are as follows:

Poles	$4.20 per year
Conduit	$ .56 per ft., per year
Work by BellSouth Employees	Labor rate as developed in accordance with FCC Accounting Rules for work performed by BellSouth employees.

TABLE 4

INTERIM NUMBER PORTABILITY

Interim rates for remote call forwarding shall be as follows, subject to true-up at the time permanent cost recovery mechanisms are established:

Business, per number ported	$1.50
Residence, per number ported	$1.25
Additional capacity for simultaneous Call forwarding, per additional path	$ .50
NRC per order, per end use - location	$25.00

For LERG reassignment, route index-portability hub, and directory number-route index, the parties agree to continue to work toward interim rates that shall be subject to true-up according to permanent rates that the Louisiana Public Service Commission will establish in upcoming cost proceedings.

TABLE 5

RECORDED USAGE DATA

(all prices are interim at this time)

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message Distribution, per message	$.004
Data Transmission, per message	$.001

Attachment 11
Exhibit 6

Mississippi

Attachment 11
Exhibit 7

North Carolina

NORTH CAROLINA

PRICING

1. **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 North Carolina Utilities Commission.

2. **Local Service Resale**

The rates that ALEC 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 North Carolina.

Residential Service	21.50%
Business Service:	17.60%

3. **Unbundled Network Elements**

The interim prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Call and Transport Termination**

The interim prices that ALEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The interim prices that ALEC shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The interim prices that ALEC shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The interim prices that ALEC shall pay to BellSouth are set forth in Table 3.

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 4.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 5.

8. **Electronic Interfaces**

All costs incurred by BellSouth to include implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the North Carolina Utilities Commission to initiate a separate hearing to address the matter.

42. **True-up**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General

Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

   (a) BellSouth and ALEC is entitled to be a full party to the proceeding;

   (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

   (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

4. ALEC shall retain its ability under Section 252(I) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

TABLE 1

BELLSOUTH/ALEC INTERIM RATES-NORTH CAROLINA
UNBUNDLED NETWORK ELEMENTS
(all rates are subject to true-up)

Network Interface Device, Per Month	$0.52 per NID
Loops, including NID, Per Month	
2 Wire Analog	$16.71 per loop
NRC	$86.50 First/ $27.80 Add'l
4 Wire Analog	$27.20
NRC	$86.50 First/ $27.80 Add'l
2 Wire ADSL/HDSL	$17.00
NRC	$280.15 First/ $243.91 Add'l
4 Wire HDSL	$27.20
NRC	$291.43 First/ $255.46 Add'l
2 Wire ISDN	$27.20
NRC	$276.96 First/ $234.99 Add'l
4 Wire DS1 Digital Grande	$151.50
NRC	$568.96 First/ $335.56 Add'l
Unbundled Loops via IDLC	To Be Negotiated
Local Switching, Per Month (Note: When ALEC buys the switch at the unbundled element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charge.)	
2 Wire Analog	$2.00 per line
NRC	$24.04 First/ $9.05 Add'l
4 Wire Analog	$3.15 per line
NRC	$24.17 First/ $9.63 Add'l
2 Wire DID	$12.68 per line
NRC	$50.00 First/ $18.00 Add'l
4 Wire DID	$120.00
NRC	$145.00 First/ $126.09 Add'l
2 Wire ISDN	$12.50
NRC	$75.81 First/ $56.91 Add'l
4 Wire ISDN	$246.00
NRC	$113.86 First/ $95.80 Add'l
Local Switching, Per MOU	$0.0040 per minute
Tandem Switching	$0.0015 per minute
Operator Systems	
Operator Call Handling-Station & Person	$1.06 per minute
Automated Call Handling	$0.09 per call
Busy Line Verification	$0.54 per call
Emergency Interrupt	$0.65 per call

Directory Assistance	
DA Access Service, per call	$0.271744
DA Transport	Rates as set forth in BellSouth's FCC 1, Sec. 9
DA Database	
per listing	$0.00072
monthly	$97.39
Direct access to DA service	
NRC, Service establishment	$1,000.00
Per Month	$5,000.00
Per query	$0.023
DA Call Completion, per attempt	$0.036
Intercept, per query	$.0077
Dedicated Transport	
DSO IOC, facility termination, per month	$38.37
DSO IOC, per mile, per month	$3.95
DSO IOC, NRC	$24.01
DS1 IOC, facility termination, per month	$90.00
DS1 IOC, per mile, per month	$23.00
DS1 IOC, NRC	$100.49
DS3 IOC, facility termination, per month	$1,200.00
DS3 IOC, per mile, per month	$175.00
DS3 IOC, NRC	$67.19
Shared/Common Transport	
Facility termination, per MOU	$0.00036
Per mile, per MOU	$0.00004
Signaling Links/ STPs	
Signaling connection link, per month	$155.00
non-recurring	$510.00
Signaling termination (port), per month	$355.00
800 Access Ten Digit Screening Service	
per 800 call, with 800 Number Delivery, per query	$0.00365
per 800 call, with 800 Number Delivery, with complex features, per query	$0.00431
per 800 call, with POTS Number Delivery, per query	$0.00383
per 800 call, with POTS Number Delivery, with complex features, per query	$0.00431
Reservation Charge per 800 Number reserved	$27.00 - First/$0.50 - Add'l
Establishment Charge per 800 number established w/800 Number Delivery	$61.00 - First/$1.50 - Add'l
Est. Charge per 800 number est. w/POTS Number Delivery	$61.00 - First/$1.50 - Add'l
Customized Area of Service Per 800 Number	$3.00 - First/$1.50 - Add'l
Multiple interLATA Carrier Routing per carrier requested, per 800 number	$3.50 - First/$2.00 - Add'l
Change Charge per request	$41.00 - First/$0.50 - Add'l
Call Handling and Destination features per 800 no.	$3.00
Line Information Database Access Service	
Common Transport, per query	$0.0003
Validation, per query	$0.03800

Nonrecurring, establishment or change	$91.00
Other SCPs/ Databases	
AIN with Mediation, per query	To Be Negotiated
Call Transport and Termination (1)	
Termination (end office switching)	$.004
Tandem Switching, per minute	$.0015
Transport	Network element prices for shared/ common and dedicated transport apply, as appropriate.
(1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of $0.006 and composite tandem interconnection rate of $0.007 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.	
Loop Channelization	
Per System, Monthly	$400.00
Per System, NRC-1st	$365.92
Per System, NRC-Add'l	$ 89.04
CO Interface, per circuit	$ 1.15
CO Interface, NRC-lst	$ 6.04
CO Interface, NRC-Add'l	$ 5.81

TABLE 2

PHYSICAL COLLOCATION
(all prices are interim at this time)

SCHEDULE OF RATES AND CHARGES

Rate Element Description	Type of Charge	Charge
Application Fee	NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	$2,750.00
Floor Space	Zone A RC (per square foot)	$7.50
	Zone B RC (per square foot)	$6.75
Power	RC (per amp)	$5.00
Cable Support structure	RC (per entrance cable)	$13.35
Cross-Connects	2-wire RC (per cross-connect)	$0.30
	4-wire RC (per cross-connect)	$0.50
	DS1 RC (per cross-connect)	$8.00
	DS3 RC (per cross-connect)	$72.00
	2-wire NRC (first cross-connect)	$19.20
	4-wire NRC (first cross-connect)	$19.20
	DS1 NRC (first cross-connect)	$155.00
	DS3 NRC (first cross-connect)	$155.00
	2-wire NRC (each additional cross-connect)	$19.20
	4-wire NRC (each additional cross-connect)	$19.20
	DS1 NRC (each additional cross-connect)	$27.00
	DS3 NRC (each additional cross-connect)	$27.00
POT Bay	2-wire RC (per cross-connect)	$0.40
	4-wire RC (per cross-connect)	$1.20
	DS1 RC (per cross-connect)	$1.20
	DS3 RC (per cross-connect)	$8.00
Additional Security Access Cards	NRC-ICB (each)	$10.00
Security Escort	Basic - first half hour NRC-ICB	$41.00
	Overtime - first half hour NRC-ICB	$48.00
	Premium - first half hour NRC-ICB	$55.00
	Basic - additional half hour NRC-ICB	$25.00
	Overtime - additional half hour NRC-ICB	$30.00
	Premium - additional half hour NRC-ICB	$35.00

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

VIRTUAL COLLOCATION

Interim Prices apply as set forth in BellSouth's Interstate Tariff, FCC 1.

TABLE 3

RIGHTS OF WAY, POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

(all prices are interim at this time)

The rates charged to ALEC for rights-of-way shall be the lowest rate negotiated by BellSouth for existing or future license agreements. The rates charged to ALEC for pole attachments, conduit, and duct occupancy shall adhere to the FCC formula for pole attachments. Interim rates are as follows:

Poles	$4.20 per year
Conduit	$ .56 per ft., per year
Work by BellSouth Employees	Labor rate as developed in accordance with FCC Accounting Rules for work performed by BellSouth employees.

TABLE 4

LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

Remote Call Forwarding

	Monthly Rate	Nonrecurring Charge
Per Number Ported		
- Residence / 6 paths	$1.15	-
- Business / 10 paths	$2.25	-
Each Additional Path	$0.50	-
Per Order, per end user location	-	None

LERG Reassignment/Route Index - Portability Hub

For LERG Reassignment, Route Index - Portability Hub, and Directory Number - Route Index, the Parties agree to continue to work on interim rates that shall also be subject to the true-up based on permanent rates to be established by the Commission.

TABLE 5

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

Attachment 11
Exhibit 8

South Carolina

SOUTH CAROLINA

PART IV: PRICING

1. **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 South Carolina Public Service Commission.

2. **Local Service Resale**

The rates that ALEC 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 South Carolina.

Residential Service	14.8%
Business Service:	14.8%

3. **Unbundled Network Elements**

The interim prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Call and Transport Termination**

The interim prices that ALEC and BellSouth shall pay are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The interim prices that ALEC shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The interim prices that ALEC shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The interim prices that ALEC shall pay to BellSouth are set forth in Table 4.

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 5.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 6.

8. **Electronic Interfaces**

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces. The Party requesting a special arrangement for data access should pay the reasonable and demonstrable costs for providing the access. However, if other Parties request the same or similar access and benefit from the development, these other Parties should share the cost, and ALEC would then be refunded on a proportionate share of the costs.

42. **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up once BellSouth has submitted cost studies as determined by the Commission.

TABLE 1

BELLSOUTH/ALEC RATES - SOUTH CAROLINA
UNBUNDLED NETWORK ELEMENTS
(All rates are interim, subject to true-up based on prices developed pursuant to BellSouth cost study submission)

Network Interface Device, Per Month	$.59
Loops, including NID	
2 Wire Analog VG Loop, per mo. Non recurring	$18.00 $51.20
4 Wire Analog VG Loop, per mo. Non recurring	$28.80 $51.20
2W ADSL/HDSL Loop, per mo. Non recurring	$18.00 $51.20
4W HDSL, Loop, per mo. Non recurring	$28.80 $51.20
2 Wire ISDN Digital Grade Loop, per mo.	$28.80
NRC	$51.20
4 Wire DS1 Digital Grade Loop	$77.39
NRC, First	$300.00
NRC, Add'l	$250.00
Loop Channelization System	
Per System, per month	$400.00
NRC	$525.00
Per voice interface, per month	$1.15
NRC	$8.00
Local Switching, Per Month	
2 wire	$1.99
NRC First	$3.50
NRC Add'l	$3.50
4 wire	$2.28
NRC First	$3.50
NRC Add'l	$3.50
2 wire ISDN	$11.73
NRC First	$50.00
NRC Add'l	$50.00
2 wire DID	$12.08
NRC First	$50.00
NRC Add'l	$50.00
4 wire ISDN	$270.36
NRC First	$75.00
NRC Add'l	$75.00
4 wire DS1, with DID Capability	$130.23
NRC First	$60.00
NRC Add'l	$60.00
Hunting, per line, per month	$0.12
Hunting, per line, NRC	None
Local Switching, per MOU	

VG Per Minute of use	$.00221

Operator Systems	
Operator Call Handling, per MOU	$1.17
Call Completion Access Termination Charge, per call attempt	$.08
Automated Call Handling	
BST LIDB	$.15
Foreign LIDB	$.15
Directory Assistance, per call	$.25
DA Call Completion, per attempt	$.25
Call Completion Access Termination Charge, per completed call	$.08
Intercept, per query	$.30
Busy Line Verification, per call	$.90
Emergency Interrupt, per call	$.97
Directory Assistance	
DA Database Service	
per listing	$.035
monthly	$150.00
Direct Access to DA Service	TBD
DA transport	
switched local channel, DS1 level	$133.81
NRC, first	$866.97
NRC, Add'l	$486.83
Switched dedicated DS1 level	
per mile per month	$23.50
facility termination, per month	$90.00
NRC	$100.49
DA common transport	
per DA call	$.0003
per DA call mile	$.00004
Tandem switching	
per DA call	$.00055
DA Interconnection, per DA Access Service Call	.000269
NRC, per trunk or signaling connection	
First	$915.00
Additional	$100.00
Unbundled Exchange Access IOC	
Voice Grade Analog IOC	
0-8 mi, per month, fixed	$16.89
per mile per month	$.007
9-25 mi, per month, fixed	$16.89
per mile per month	$.007
> 25 mi, per month, fixed	$18.26
per mile per month	$.0775
NRC	$10.00
Dedicated Transport	
DS1, facility termination	$59.75
DS1, per mile	$1.60

NRC	$100.49	
DS3, facility termination	$600.00	
DS3, per mile	$40.00	
DS3, NRC	$67.19	
Digital X-Connect		
DCS 3/3, 3/1, 1/0	TBD	
Common Transport		
Facility termination, per MOU	$.00036	
Per mile, per MOU	$.000012	
Tandem Switching	$.003172	
CCS7 Signaling Transport Services		
56 kbps Links, per month	$155.00	
CCS7 Port, per STP, per month	$355.00	
CCS7 Port, per STP, NRC	$510.00	
Signal Transfer Points		
Call Set-up message TCAP Message	$.000023 $.000050	
Signaling Usage Surrogate, per 56 kbps facility. When signaling usage measurement capability exists, CCS7 signaling usage will be billed on a per signaling message basis. When measurement capability does not exist, CCS7 signaling usage will be billed on a per 56 kbps basis.	$395.00, per month	
Signal Control Points		
LIDB, common transport, per query	$.0003	
Validation, per query	$.038	
NRC, per point code established or changed	$91.00	
Toll Free Data Base		
Per 800 call with 800 No. Del., per query	$.00115	
with optional complex features, per query	$.0012	
Per 800 call with POTS No. Del., per query	$.00115	
with optional complex features, per query	$.0012	
NRC Reservation charge, per 800 number reserved	First $5.00	Add'l. $.50
NRC Establishment charge, per 800 number established with 800 or POTS Number Delivery	First $5.00	Add'l. $1.50
Change charge, per request	First $5.00	Add'l. $.50
Customized area of service, per 800 number	First $3.00	Add'l. $1.50
Multiple interLATA carrier routing, per carrier requested, per 800 number	First $3.50	Add'l. $2.00
Call handling and destination features, per 800 number	First $3.00	Add'l. $3.00
Calling Name (CNAM) Query Service, per query	$0.016	
AIN, per signaling message	$0.0006	

Call Transport and Termination	
End Office Switching, per MOU	$.00221
Tandem Switching, per MOU	$.003172
Common Transport, per MOU	$.00036
Common Transport, per mile per MOU	$.000012
Note: The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of $0.003 and composite tandem interconnection rate of $0.006 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.	
Dark Fiber	
Per each four-fiber dry fiber arrangement	
NRC - First	$1,000.00
NRC - Additional	$1,000.00
Per each fiber strand per mile or fraction thereof, per mo	$241.00
Selective Routing	
Per line or PBX trunk, one-time charge	$5.00

TABLE 2

RATES FOR PHYSICAL COLLOCATION
(prices are interim, subject to true-up)

SCHEDULE OF RATES AND CHARGES

Rate Element Description	Type of Charge	Charge
Application Fee	NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	$2,750.00
Floor Space	Zone A RC (per square foot)	$7.50
	Zone B RC (per square foot)	$6.75
Power	RC (per amp)	$5.00
Cable Support structure	RC (per entrance cable)	$13.35
Cross-Connects	2-wire RC (per cross-connect)	$0.30
	4-wire RC (per cross-connect)	$0.50
	DS1 RC (per cross-connect)	$8.00
	DS3 RC (per cross-connect)	$72.00
	2-wire NRC (first cross-connect)	$19.20
	4-wire NRC (first cross-connect)	$19.20
	DS1 NRC (first cross-connect)	$155.00
	DS3 NRC (first cross-connect)	$155.00
	2-wire NRC (each additional cross-connect)	$19.20
	4-wire NRC (each additional cross-connect)	$19.20
	DS1 NRC (each additional cross-connect)	$27.00
	DS3 NRC (each additional cross-connect)	$27.00
POT Bay	2-wire RC (per cross-connect)	$0.40
	4-wire RC (per cross-connect)	$1.20
	DS1 RC (per cross-connect)	$1.20
	DS3 RC (per cross-connect)	$8.00
Additional Security Access Cards	NRC-ICB (each)	$10.00
Security Escort	Basic - first half hour NRC-ICB	$41.00
	Overtime - first half hour NRC-ICB	$48.00
	Premium - first half hour NRC-ICB	$55.00
	Basic - additional half hour NRC-ICB	$25.00
	Overtime - additional half hour NRC-ICB	$30.00
	Premium - additional half hour	$35.00

NRC-ICB

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

RATES FOR VIRTUAL COLLOCATION

Rates, terms, and conditions as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

TABLE 3

RIGHTS OF WAY

BellSouth shall provide access to rights-of-way at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a compliant with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d). Following are interim rates for occupancy:

Poles, per attachment, per year	$4.20
Conduits, per foot, per year	$ .56
Work performed by BellSouth Employees	Labor rate developed in accordance with FCC Accounting rules for work performed by BellSouth Employees.

TABLE 5

INTERIM NUMBER PORTABILITY

Remote Call Forwarding (RCF)

-Business line, per number ported, 10 paths	$1.50
-Residence Line, per number ported, 6 paths	$1.25
-Additional capacity for simultaneous call forwarding, per additional path	$.50
-Rate per order, per end-user location	$25.00

For LERG Reassignment, Route Index-Portability Hub, and Directory Number-Route Index, the Parties agree to continue to work on interim rates that shall also be subject to true-up according to permanent rates for number portability to be established by the South Carolina Public Service Commission.

TABLE 6

RECORDED USAGE DATA

(Interim Rates subject to True-up)

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message Distribution, per message	$.004
Data Transmission, per message	$.001

Attachment 11
Exhibit 9

Tennessee

TENNESSEE

PRICING

1. **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 Tennessee Regulatory Authority.

2. **Local Service Resale**

The prices that ALEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discounts will apply to all Telecommunications Services available for resale in Tennessee:

Telecommunications Services with Operator and Directory Assistance Service:	16.00%
Telecommunications Services without Operator and Directory Assistance Service:	21.56%

3. **Unbundled Network Elements**

The prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Call and Transport Termination**

The prices that ALEC shall pay to BellSouth are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The prices that ALEC shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The prices that ALEC shall pay to BellSouth are set forth in table 3.

5.3 Poles, Ducts and Conduits - The prices that ALEC shall pay to BellScuth are set forth in Table 4.

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

7. **Recorded Usage Data**

The prices for Recorded Usage Data are set forth in Table 6.

8. **Electronic Interfaces**

Reimbursement for operational interfaces shall be as determined by the Tennessee Regulatory Authority.

9. **Interim Pricing**

Any interim or proxy prices referenced above will remain in effect until cost studies compliant with the decisions by the United States Court of Appeals for the Eighth Circuit in the appeals of the FCC's Order and Rules can be completed and reviewed by the Tennessee Regulatory Authority.

TABLE 1

BELLSOUTH/ALEC INTERIM RATES-TENNESSEE

UNBUNDLED NETWORK ELEMENTS

(all prices are subject to true-up)

Network Interface Device, Per Month	$0.56
Loops, including NID, Per Month	
2 wire	$18.00
NRC	Appropriate charge from BST GSST A4.3.1
4 wire	$18.00
NRC	Appropriate charge from BST GSST A4.3.1
2 wire ISDN	$18.00
NRC	Appropriate charge from BST GSST A4.3.1
DS1	TBD following BellSouth cost submission
NRC	TBD following BellSouth cost submission
Loop Channelization System (C.O.)	
Per System, per month	$493.00
Per System, NRC	$525.00
C.O. Channel Interface, per circuit, per month	$1.46
NRC	$8.00
Local Switching, Per Month	
2 wire	$1.90
NRC	Appropriate charge from BST GSST A4.3.1
4 wire (Coin)	$1.90
NRC	Appropriate charge from BST GSST A4.3.1
2 wire ISDN	$1.90
NRC	Appropriate charge from BST GSST A4.3.1
2 wire DID	$12.68
NRC	Appropriate charge from BST GSST A4.3.1
DS1 DID	$120.00
NRC	To be negotiated
4 wire ISDN	$308.00
NRC	To be negotiated
Local Switching	
Per minute of use	$0.0019
Line Class codes for Selective Routing	Price shall be as determined by the TN Regulatory Authority.
End Office Switching	
Local termination	$.0019 per minute

Tandem Switching	$0.000676 per minute
Operator Systems	
Operator Call Handling- Station & Person, per call	$0.30
Automated Call Handling, per call	$0.15
Directory Assistance	$0.25
DA Call Completion	$0.12
Intercept	$0.15
Busy Line Verification	$0.90
Emergency Interrupt	$1.95
Dedicated Transport	
DS1 Local Channel	$133.81
NRC First	$868.97
NRC Add'l	$486.83
DS1 Interoffice Channel, facility termination	$90.00
, per mile	$23.00
, NRC, First/Add'l	$100.49
DS0 Interoffice Channel, facility termination	$38.37
, per mile	$1.90
, NRC	If any, to be determined
Voice Grade Transport, per month	$27.00
, per month per mile (1-8)	$1.90
, per month per mile (9-25)	$1.90
, per month per mile (> 25))	$1.90
, NRC	$96.00
Common Transport	
facility termination, per minute	$0.00036
per minute, per mile	$0.00004
Signaling Links	
A link	$155.00 per link per month
non-recurring	$510.00 per link
D link	Not available pending development of mediation device
non-recurring	$510.00 per link
Signal Transfer Points	
ISUP	$0.000023 per message
TCAP	$0.00005 per message
port	$355.00 per port
usage surrogate	$395.00
Service Control Points	
LIDB transport, per query	$0.0003
LIDB validation, per query	$.038
NRC, each	$91.00
800/888	$0.004 per query
NRC Reservation charge, per 800 number reserved	$30.00 first, $0.50 add'l
NRC Establishment charge, per 800 number established with 800 Number Delivery	$67.50 first, $1.50 add'l

NRC Establishment charge, per 800 number established with POTS number delivery	$67.50 first, $1.50 add'l
NRC Change charge, per request	$48.50 first, $0.50 add'l
Service Control Points (cont'd)	
NRC customized area of service, per 800 number	$3.00 first, $1.50 add'l
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	$3.50 first, $2.00 add'l
NRC call handling and destination features, per 800 number	$3.00 first, $3.00 add'l
AIN	To be determined upon development of mediation device
Call Transport and Termination (1)	
Transport	Common and dedicated transport rate elements apply.
Tandem switching, per minute	$0.000676
End Office switching, per minute	$0.0019
(1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of $0.003 and composite tandem interconnection rate of $0.004 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.	
Dark Fiber	
Per each fiber strand per route mile or fraction thereof	$241.00
Per each four-fiber dry fiber arrangement	$1,808.19 First $922.95 Add'l
Electronic Interfaces	Reimbursement for operational interfaces shall be determined by the TN Regulatory Authority

TABLE 2

PHYSICAL COLLOCATION
(all prices are interim at this time)

SCHEDULE OF RATES AND CHARGES

Type of Charge	Charge	
Application Fee	NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	$2,750.00
Floor Space	Zone A RC (per square foot)	$7.50
	Zone B RC (per square foot)	$6.75
Power	RC (per amp)	$5.00
Cable Support structure	RC (per entrance cable)	$13.35
Cross-Connects	2-wire RC (per cross-connect)	$0.30
	4-wire RC (per cross-connect)	$0.50
	DS1 RC (per cross-connect)	$8.00
	DS3 RC (per cross-connect)	$72.00
	2-wire NRC (first cross-connect)	$19.20
	4-wire NRC (first cross-connect)	$19.20
	DS1 NRC (first cross-connect)	$155.00
	DS3 NRC (first cross-connect)	$155.00
	2-wire NRC (each additional cross-connect)	$19.20
	4-wire NRC (each additional cross-connect)	$19.20
	DS1 NRC (each additional cross-connect)	$27.00
	DS3 NRC (each additional cross-connect)	$27.00
POT Bay	2-wire RC (per cross-connect)	$0.40
	4-wire RC (per cross-connect)	$1.20
	DS1 RC (per cross-connect)	$1.20
	DS3 RC (per cross-connect)	$8.00
Additional Security Access Cards	NRC-ICB (each)	$10.00
Security Escort	Basic - first half hour NRC-ICB	$41.00
	Overtime - first half hour NRC-ICB	$48.00
	Premium - first half hour NRC-ICB	$55.00
	Basic - additional half hour NRC-ICB	$25.00
	Overtime - additional half hour NRC-ICB	$30.00
	Premium - additional half hour NRC-ICB	$35.00

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

VIRTUAL COLLOCATION

(all prices are interim at this time)

Rates tariffed by BellSouth in its FCC Tariff No. 1, Section 20.

TABLE 3

RIGHTS OF WAY

(all prices are interim at this time)

The rates charged to ALEC for rights-of-way shall be the lowest rates negotiated by BellSouth for existing license agreements.

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

(all prices are interim at this time)

The rates charged to ALEC for pole attachments, conduit and duct occupancy shall be those that adhere to the FCC formula for pole attachments.

TABLE 5

LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

Remote Call Forwarding:	
Residential	$1.25 per line, one path
Business	$1.50 per line, one path
Each additional path	$ .50
Non recurring charge to establish Remote Call Forwarding	$25.00
LERG Reassignment	Price shall be as determined by the Tennessee Regulatory Authority
Route Index - Portability Hub	Price shall be as determined by the Tennessee Regulatory Authority
Directory Number - Route Index	Price shall be as determined by the Tennessee Regulatory Authority

TABLE 6

RECORDED USAGE DATA

Recording Services (only applied to unbundled operator services messages), per message	$0.008
Message Distribution, per message	$0.004
Data Transmission, per message	$0.001

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 001097-TP

In the Matter of

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

ELECTRONIC VERSIONS (WORDPERFECT AND PDF FORMAT) OF THIS TRANSCRIPT ARE CONVENIENCE COPIES ONLY AND NOT THE OFFICIAL TRANSCRIPT. THE WORDPERFECT VERSION OF THE TRANSCRIPT DOES NOT CONTAIN PREFILED TESTIMONY.

VOLUME 1

PAGES 1 THROUGH 204

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.

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: KORETTA E. STANFORD, RPR
Official FPSC Reporter

APPEARANCES:

NANCY B. WHITE, BellSouth Telecommunications, Inc., c/o Nancy Sims, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301, appearing on behalf of BellSouth Telecommunications, Inc.

MARK BUECHELE, 2620 Southwest 27th Avenue, Miami, Florida 33133, appearing on behalf of Supra Telecommunications and Information Systems, Inc.

C. LEE FORDHAM, FPSC Legal Division, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, appearing on behalf of the Commission Staff.

Q Mr. Finlen, let's talk a little bit about the conversations you had with Mr. Ramos when you sought to enter into an Interconnection Agreement. Now, do you recall that Mr. Ramos was interested in getting the AT&T rates?

A Did you say the AT&T rates?

Q Yes, the rates that were -- or the AT&T Agreement?

A No, he didn't indicate that he was interested in rates or Agreement.

Q Did you discuss anything with him about AT&T, the AT&T Agreement?

A No, not that I recall.

Q Not that you recall. Do you recall being deposed in a proceeding in 980119 on April 22nd, 1998?

A Yes, sir.

Q And we're not going to admit this, but I'd like to hand you a copy of your depo so that you can look at it.

MS. WHITE: May I please see this copy?

BY MR. BUECHELE:

Q Now, I've handed you a copy of that deposition of yours that was taken on April 22nd of 1998; do you recognize that?

A I've never seen the document. I remember the deposition, if that's what you're asking.

Q Okay. Can you turn to -- can you turn to Page 8, Line 24. Do you recall being asked, "Question: In reference

to Mr. Ramos, did he mention anything about the rates in the Agreement?" And do you recall giving the Answer: He asked where the rates came from, and I explained that the rates were from the AT&T/MCI arbitration hearings, and those rates have been set by the Public Service Commission."

A Okay.

Q Do you recall giving that answer?

A I don't recall giving that answer, but--

Q Do you recall having discussions with Mr. Ramos back in 1997 that the rates in his Agreement came from the AT&T and MCI arbitrations?

A I don't recall. I mean, I think, that's a true statement, though. I think, that's where the rates came from is the AT&T and the MCI proceedings back in 1997 or whenever those took place.

Q Can you turn to Page 14 and Line 13 and you were asked the question: "And you don't remember ever having discussions about the rates, other than that they were set in the arbitration?" And do you recall answering, "Essentially, during this October time frame now in January he called and he got upset about the rates and explained that the rates, again, were part of the AT&T and MCI Agreement and had been established by the Florida Public Service Commission in arbitration and that was the rates and, in fact, I wrote him a letter." Do you recall giving that answer?

A I recall writing a letter. You realize this has been quite a while ago. I recall writing a letter, because he wanted some rates for, I believe, it was DS3 charges. And I wrote him a letter and, I think, I provided those rates to him, but I can't -- I mean, this has been four years ago.

Q Okay. Could you turn to Page 15. Do you recall being asked the question: "After the Interconnection Agreement was signed and executed in October, what has been your ongoing interaction with Supra? And your answer was --

A Can you -- where are you at?

Q Page 15, starting at Line 5.

A Oh, I'm sorry, go ahead.

Q "Question: After the Interconnection Agreement was signed and executed in October, what has been your ongoing interaction with Supra?" And do you recall answering, "He called several weeks after the Agreement was signed, probably before Thanksgiving, I would think, somewhere in that time frame, and asked about the rates. I explained that the rates were based on the MCI/AT&T arbitration, and he said fine. That was the conversation." Do you recall that conversation?

A I don't recall the conversation. I must have recalled it then, because it was a short time later.

Q You don't dispute that you gave those answers back on April 22nd, 1998, to those questions, do you?

A No, I don't dispute it.

Q Okay. So, back in 1998, your recollection would have been a little bit better about the events in 1997?

A Yes, sir, because it was --

Q Okay. So, then is it a fair statement that, in fact, you did have discussions with Mr. Ramos at the time of entering into the Interconnection Agreement that the rates contained in the Agreement came from the AT&T and MCI arbitration?

A I guess, I did. I mean, today I don't recall those conversations. I mean, it's been four years or more.

Q Okay. But you don't dispute that you gave those answers in 1998?

A No, I don't dispute that.

Q Okay. And, in fact, if there's a discrepancy in the rates between the AT&T Agreement, and that's the AT&T Agreement that Mr. Ramos subsequently signed on behalf of Supra; is that correct?

MS. WHITE: I'm going to object now. I'd like to know what rates are you talking about? I mean, there are rates for a lot of different things. If Mr. Buechele could please specify rates for what, I would appreciate it and, I believe, the witness would as well.

MR. BUECHELE: I'll rephrase the question.

BY MR. BUECHELE:

Q Mr. Finlen, in October 1999 Supra Telecom adopted the AT&T Agreement of June 1997, correct?

A Yes, sir, on October 5th.

Q And that's the same AT&T Agreement that was referred to in your testimony back in 1998, the AT&T arbitration that established that Agreement, correct?

A Well, there -- I disagree, because there's actually -- there was, if I recall correctly, on July the 24th, 1998, the rates in the AT&T Agreement were revised based on a Commission order. So, there would have been a different -- so, the October 5th, 1999, rates that are in the adoption would be different from what was originally done and heard in 1998.

Q No, isn't it a fact that Supra adopted the original 1997 Agreement and then add on the amendments that were made by the Commission for AT&T?

A No. When Supra adopted the Agreement on October 5th, 1999, it adopted all the Agreement, including all amendments to that Agreement, up to that date.

Q Okay. And was there any change? You said -- you talked about some amendments. Were there any amendments to the end user common line charges?

A In the AT&T Agreement?

Q Yes.

A No, there was not.

Q Okay. Were there any amendments to the amount charged for alleged unauthorized switching in the AT&T Agreement?

A No. It doesn't have a provision or rate. It does not have the language.

Q And did the Public Service Commission make any amendments to the secondary service charges that relate to converting customers over from BellSouth, the ALEC, in the AT&T Agreement?

A No.

Q Okay. So, is it fair to state that with respect to the three items in dispute in this proceeding, there were no changes in the AT&T Agreement that affected those rates?

A Can you repeat the question? I'm not following you.

Q Is it a fair statement that the rates set forth in the AT&T Agreement that was subsequently adopted by Supra Telecom, that on the three issues in this proceeding, the end user common line charges, the secondary service charges, and the alleged conversion back or slamming charges, as you might call them, there were no changes in the AT&T Agreement with respect to those charges?

A There was no changes, no.

Q Okay. So, if you had told Mr. Ramos that the rates in his -- in the Agreement that he executed, the Interconnection Agreement, that you've identified, if you had told him that those came from the AT&T Agreement, that would have been incorrect; is that correct?

A No, because the AT&T Agreement does not address the

end user common line charge as specifically or as clearly as the resale -- the 1997 Resale Agreement does. The AT&T Agreement sets forth a -- and I'm doing this from memory -- a section in there that the appropriate federal rules and regulations are applicable to this -- to the prices. The prices in the AT&T Agreement, if I recall the tables correctly, are for unbundled network elements. They don't set forth really rates for resale as clearly as in the 1997 BellSouth/Supra Resale Agreement.

Q Do you think Mr. Ramos had a right to rely upon your statement that the rates set forth in his Interconnection Agreement came from the AT&T Agreement?

A I mean, I think, there's still -- they're still the same. I think, the statement is still correct. And the reason I'm saying that, for resale if you look at the AT&T Agreement, the 1997 AT&T Agreement, and the Resale Agreement that Mr. Ramos entered into for the discount percentage is the same.

Q But there were differences in charges, like the secondary charges and the end user common line charge; is that correct?

A There are no differences, because in the AT&T Agreement it doesn't spell out those charges. It just says that you will abide by the rules and regulations of the FCC, the Florida Public Service Commission, so if the FCC has a rule about end user common line charge, then it will be applicable

to whoever adopts it into AT&T also.

Q Now, when Mr. Ramos --

COMMISSIONER PALECKI: Excuse me, could I jump in here? I'm not sure that I'm clear on this, and I want to make sure that I am.

Mr. Finlen, in your deposition of 1998 -- and just let me know if I'm receiving this clearly -- in your conversation with Supra you told them that the rates contained in their Interconnection Agreement that was executed by Mr. Ramos came from the AT&T and MCI arbitrations. And you're saying that that is accurate, that those rates did come from the AT&T and MCI arbitrations?

THE WITNESS: Yes, sir. And what I'm referring -- what, I think, I was referring to then, of course, it's been quite a while ago, is the breaks for unbundled network elements, because Supra already had a Resale Agreement. So, resale was anytime that Mr. Ramos was asking me about rates, because he already had a Resale Agreement and we had already agreed to delete all the resale provisions in the Interconnection Agreement when he spoke of rates, and I'm speculating because, I mean, it's been four years ago, I would assume he was referring to the rates in the Interconnection Agreement for unbundled network elements.

COMMISSIONER PALECKI: So you -- and to the best of your recollection -- I understand this was some time ago, you

were not telling Mr. Ramos that the rates contained in his Interconnection Agreement contained every rate that was contained in the AT&T and MCI arbitrations?

THE WITNESS: No, I don't think it contained every rate. In fact, I'd have to go do a side-by-side comparison. It may even have more rates for different products, because the AT&T Agreement was done in June of 1997. And since then, we have been adding products. In fact, the rates now are enormous, because of the new products that BellSouth continues to offer to CLECs.

I mean, different rules have come out in the last year, year and a half, for a lot of new product combinations which, I think, this Commission has set forth or is in the process of setting forth rates for. So those will be included, so the rate sheets continue to expand.

COMMISSIONER PALECKI: So, to the best of your recollection, in 1998 when you were being deposed, you were referring to the rates for unbundled network elements. You weren't referring to the rates for resale, because you already had a contract for resale with Supra at that time.

THE WITNESS: That is correct, sir.

COMMISSIONER PALECKI: I just wanted to make sure that I'm clear on that.

THE WITNESS: Thank you.

COMMISSIONER PALECKI: Now, do you recall that today

or is this something you really don't remember today?

THE WITNESS: I really don't remember. It's been a long time and my long-term memory seems to go away with age. I just can't remember it.

COMMISSIONER PALECKI: Thank you.

BY MR. BUECHELE:

Q In any event, on Page 14, you don't dispute that you stated that the rates, again, were part of the AT&T and MCI Agreement on Line 18 and 19?

A No, I don't dispute that.

Q And Mr. Ramos was concerned in his discussions with you, wasn't he, that he was getting the best rates, correct?

A It was the rates that we offered to everybody at the time, including MCI and AT&T.

Q Okay. And so, Mr. Ramos wanted to make sure that he was getting the rate that AT&T was getting, correct?

MS. WHITE: I guess, I'm going to have to object. It's just a little strange, I think, it seems like Mr. Buechele is testifying in his question as to what Mr. Ramos thought and said and did. Mr. Ramos is not a witness in this case, so I think I have a prcblem with that.

COMMISSIONER JABER: Mr. Buechele, why don't you restate the question.

MR. BUECHELE: I'll restate the question.

BY MR. BUECHELE:

A Yes, sir.

Q And that's the document as filed with the Florida Public Service Commission by BellSouth?

A Yes, sir.

Q And isn't it a fact that BellSouth printed out a new Agreement and then just replaced Mr. Ramos' signature page on page --

A No, no, it's not a fact.

Q Can you explain, then, how there is a discrepancy in the Agreement's paragraph numbering?

A The only explanation that I can think of right now is -- and I don't know if this is what happened or what, I mean, I don't have a total ex-- empirical reason why this happened is the document could have been printed from one printer and that printer ran out of paper and it switched to another printer. I know when you change printers, there are different brands, the pagementation (sic) can change as the documents are being printed.

I know there's a difference in my home printer which, I think, is a Hewlett Packard and the print, when I print a document at work versus the one I printed the same document at home, the documents change with no changes.

Q Okay, yes. So, in fact, it's a fair statement to say that on Exhibit 5, the document that was filed with the Florida Public Service Commission, the signature page was printed on a

different printer than the body of the Agreement?

A I'm not saying that's what happened. I mean, that's just one explanation that I can think of why there would be a difference between the two pages. I mean, it could be two different printers, yes.

Q Okay. Now, in any event, the parties, you say, discovered this problem and then executed in 1999 the correct version that was supposed to have been executed in '97, correct?

A Are you saying the parties discovered there was a problem with these two pages in 1998?

Q They discovered that there was a difference in the Agreement, correct?

A There was a difference in the attachment to the Agreement.

Q Okay. Now, let's turn to Attachment 2. What were the differences?

A There was some differences on the -- well, actually, I think, it starts even before that. On Page 1 --

Q You're talking about the table of contents?

A Yeah, the table of contents.

Q There was a whole section eliminated, unbundled service combinations?

A Yes, sir, in Exhibit 5.

Q Okay. So, you're saying that the Agreement that you

had sent Mr. Ramos for execution had a section entitled, "Unbundled Service Combinations," and the document that was filed with the Florida Public Service Commission did not?

A The document that was sent via e-mail had a section called "Unbundled Service Combinations."

Q And the document that was filed with the Public Service Commission did not?

A And the document that was Federal Expressed to Mr. Ramos and subsequently executed by Mr. Ramos did not have that provision, and that is what was filed with the Florida Public Service Commission.

Q Okay. You weren't sitting with Mr. Ramos when he signed the document, were you?

A No, sir.

Q Okay. You don't know what he signed. You know that he signed a page that was incorporated in Exhibit 5, correct?

A I know he signed the -- a page, yes.

Q So, what you do know is that the Agreement that was e-mailed to Mr. Ramos for his signature contained a section on "Unbundled Service Combinations," correct and the document that was filed with the Florida Public Service Commission did not.

A That is correct.

Q Okay. Now, the section on "Unbundled Service Combinations" allowed Supra to purchase various loop and port combinations, correct?

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)

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.

3.2.4 The OC and EI features will be provided as chargeable options on SL1 loops. The OC feature will alllow 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 descretion 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 exits. 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 se rvices 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.

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.

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.

5.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.

5.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

5.2.4 The NID shall be capable of withstanding all normal local environmental variations.

5.2.5 Where feasible, the NID shall be physically accessible to Supra Telecommunications and Information Systems, Inc. designated personnel. In cases where entrance to the customer premises is required to give access to the NID, Supra Telecommunications and Information Systems, Inc. shall obtain entrance permission directly from the customer.

5.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, Supra Telecommunications and Information Systems, Inc. may connect its loop to any spare capacity on the BST NID. Where necessary to comply with an effective Commission order, BST will allow Supra Telecommunications and Information Systems, Inc. to disconnect the BST loop from the BST NID in order to connect Supra Telecommunications and Information Systems, Inc. 's loop to the BST NID. In these cases, Supra Telecommunications and Information Systems, Inc. accepts all liability associated with this process and it is Supra Telecommunications and Information Systems, Inc. 's responsibility to make sure the disconnected BST loop is properly grounded.

5.3 Interface Requirements

5.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.

5.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

5.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

5.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

5.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

5.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

6. Unbundled Loop Concentration (ULC) System

6.1.1 BellSouth will provide to Supra Telecommunications and Information Systems, Inc. unbundled loop concentration. Loop concentration systems in the central office concentrate the signals transmitted over local loops. Unbundled loop concentration will allow up to 96 BST loops to be concentrated onto multiple DS1s. The DS1s carrying the loops will be terminated into Supra Telecommunications and Information Systems, Inc. 's collocation space. Rates for loop concentration are as set forth in Attachment 11.

7. Unbundled Network Terminating Wire (UNTW)

7.1.1 BellSouth agrees to offer its Network Terminating Wire to Supra Telecommunications and Information Systems, Inc. pursuant to the following terms and conditions and rates set forth in Attachment 1.1

7.2 Definition

7.2.1 NTW is twisted copper wire that extends from BST's point-of-entry into a multi-tenant building (MTB) or multi-dwelling unit (MDU) to the NID at the end-users location.

7.3 Technical Requirements

7.3.1 In these scenarios, Supra Telecommunications and Information Systems, Inc. would be required to place a cross-box; terminal; or other similar device and deliver a cable to the BST terminal located at the buildings point-of-entry or garden terminal. BST would then connect Supra Telecommunications and Information Systems, Inc. 's cable to a cross-connect panel within the BST terminal.

7.3.2 This arrangement would then provide Supra Telecommunications and Information Systems, Inc. with connectivity from its feeder and/or distribuition facilities (terminated in ALEC's terminal) to the NTW and the NID at the end-user premises.

8. **Sub-loop Elements**

8.1.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its Unbundled Sub-Loop (USL) andUnbundled Sub-Loop Concentration (USLC) elements.

9. **Unbundled Sub-loop (USL)**

9.1 Definition

9.1.1 Unbundled Sub-Loop provides connectivity between the NID component of the unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault.Riser Cable that extends from BST's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a paricular floor or office space in a multi-tentant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as 2-wire or 4-wire circuits and will include a NID.

9.1.2 The Unbundled Sub-Loop may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If Supra Telecommunications and Information Systems, Inc. requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to Supra Telecommunications and Information Systems, Inc. .

9.2 Requirements for All Unbundled Sub-Loop

9.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

9.2.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.

9.2.3 Unbundled Sub-Loop shall be equal to or better than all of the applicable requirements set forth in the following technical references:

9.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and

9.2.3.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."

9.3 Interface Requirements

9.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

9.3.1.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994;

9.3.1.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;

9.3.1.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";

9.3.1.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991)

10. **Unbundled Sub-Loop Concentration System (USLC)**

10.1.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Supra Telecommunications and Information Systems, Inc. unbundled sub-loop concentration (USLC). USLC systems provide Supra Telecommunications and Information Systems, Inc. with the ability to concentrate up to 96 of its sub-loops onto multiple DS1s back to the BST Central Office. The DS1s will then be terminated into Supra Telecommunications and Information Systems, Inc. 's collocation space.

10.1.2 In these scenarios, Supra Telecommunications and Information Systems, Inc. would be required to place a cross-box; remote terminal (RT); or other similar device and deliver a cable to the BST remote terminal. This cable would be connect to a cross-connect panel within the BST RT and would allow Supra Telecommunications and Information Systems, Inc. 's sub-loops to then be placed on the ULSC and transport to their collocation space at a DS1 level.

11. Local Switching

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

11.1 Definition

11.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to Supra Telecommunications and Information Systems, Inc. 's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and Supra Telecommunications and Information Systems, Inc. shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

11.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Supra Telecommunications and Information Systems, Inc. purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Supra

Telecommunications and Information Systems, Inc. customers may use the same dialing arrangements as BellSouth customers, but obtain an Supra Telecommunications and Information Systems, Inc. branded service.

11.2 **Technical Requirements**

11.2.1 The requirements set forth in this Section 5.2 apply to Local Switching, but not to the Data Switching function of Local Switching.

11.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

11.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

11.2.1.3 Subject to sections 5.1.1 and 5.1.2, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Supra Telecommunications and Information Systems, Inc. will be made pursuant to the Bona Fide Request Process of Attachment 9.

11.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

11.2.1.5 BellSouth shall activate service for an Supra Telecommunications and Information Systems, Inc. customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Supra Telecommunications and Information Systems, Inc. 's services without loss of switch feature functionality as defined in this Agreement.

11.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

11.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

11.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.

11.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

11.2.1.10 Special Services provided by BellSouth will include the following:

11.2.1.10.1 Essential Service Lines;

11.2.1.10.2 Telephone Service Prioritization;

11.2.1.10.3 Related services for handicapped;

11.2.1.10.4 Soft dial tone where required by law; and

11.2.1.10.5 Any other service required by law.

11.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

11.2.1.12 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

11.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Supra Telecommunications and Information Systems, Inc. , upon a reasonable request from Supra Telecommunications and Information Systems, Inc. .

11.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

11.2.1.14.1 Basic and primary rate ISDN;

11.2.1.14.2 Residential features;

11.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);

11.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

11.2.1.14.5 Advanced intelligent network triggers supporting Supra Telecommunications and Information Systems, Inc. and BellSouth service applications.

BellSouth shall offer to Supra Telecommunications and Information Systems, Inc. all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

11.2.1.14.5.1 Off-Hook Immediate

11.2.1.14.5.2 Off-Hook Delay

11.2.1.14.5.3 Termination Attempt

11.2.1.14.5.4 6/10 Public Office Dialing Plan

11.2.1.14.5.5 Feature Code Dialing

11.2.1.14.5.6 Customer Dialing Plan

11.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Supra Telecommunications and Information Systems, Inc. :

11.2.1.14.6.1 Private EAMF Trunk

11.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

11.2.1.14.6.3 N11

11.2.1.14.6.4 Automatic Route Selection

11.2.1.15 Where capacity exists, BellSouth shall assign each Supra Telecommunications and Information Systems, Inc. customer line the class of service designated by Supra Telecommunications and Information Systems, Inc. (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Supra Telecommunications and Information Systems, Inc. customers to Supra Telecommunications and Information Systems, Inc. directory assistance operators at Supra Telecommunications and Information Systems, Inc. 's option.

11.2.1.16 Where capacity exists, BellSouth shall assign each Supra Telecommunications and Information Systems, Inc. customer line the class of services designated by Supra Telecommunications and Information Systems, Inc. (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Supra

Telecommunications and Information Systems, Inc. customers to Supra Telecommunications and Information Systems, Inc. operators at Supra Telecommunications and Information Systems, Inc. 's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Supra Telecommunications and Information Systems, Inc. Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

11.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

11.2.1.17.1 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

11.2.1.17.2 BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

11.2.1.17.3 BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

11.2.1.17.4 BellCore SR-NWT-002247, AIN Release 1 Update.

11.2.2 **Interface Requirements**

11.2.2.1 BellSouth shall provide the following interfaces to loops:

11.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (*e.g.*, for calling number, calling name and message waiting lamp);

11.2.2.3 Coin phone signaling;

11.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;

11.2.2.5 Two-wire analog interface to PBX;

11.2.2.5.1 Four-wire analog interface to PBX;

11.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

11.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

11.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

11.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

11.2.2.10 BellSouth shall provide access to the following but not limited to:

11.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Supra Telecommunications and Information Systems, Inc. ;

11.2.2.12 Interface to Supra Telecommunications and Information Systems, Inc. operator services systems or Operator Services through appropriate trunk interconnections for the system; and

11.2.2.13 Interface to Supra Telecommunications and Information Systems, Inc. directory assistance services through the Supra Telecommunications and Information Systems, Inc. switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Supra Telecommunications and Information Systems, Inc. required access to interexchange carriers as requested through appropriate trunk interfaces.

12. **Transport**

BellSouth agrees to offer access to unbundled transport including Shared Transport, Dedicated Transport, Tandem Switching and Digital Cross Connect System pursuant to following terms and conditions and at the rates set forth in Attachment 11.

12.1 **Definition of Shared Transport**

Shared Transport is an interoffice transmission path between BellSouth Network Elements. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

12.2 **Technical Requirements of Shared Transport**

12.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

12.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Shared Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

12.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

12.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

12.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

12.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

12.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

12.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

12.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

12.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

12.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

12.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

12.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

12.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

12.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

12.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

12.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

12.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

12.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

12.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

12.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

12.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

12.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

12.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

12.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

12.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

12.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

12.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

12.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

12.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;

12.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

12.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

12.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

12.3 **Dedicated Transport**

12.3.1 **Definition**

12.3.1.1 Dedicated Transport is an interoffice transmission path between BellSouth central offices unbundled from local switching.

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

12.3.1.2.1 As capacity on a shared facility.

12.3.1.2.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Supra Telecommunications and Information Systems, Inc. .

12.3.1.3 When Dedicated Transport is provided as a system it shall include:

12.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

12.3.1.4 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

12.3.2 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

12.3.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1, DS3) shall be dedicated to Supra Telecommunications and Information Systems, Inc. designated traffic.

12.3.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

12.3.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

12.3.2.4 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

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

12.3.2.5.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);

12.3.2.5.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);

12.3.2.5.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an Supra Telecommunications and Information Systems, Inc. service node.

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

12.3.2.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to Supra Telecommunications and Information Systems, Inc. 's architectural requirements. This includes, but is not limited to:

1. Facility routing and termination points,

2. Interface selection among those available on the system,

3. System provisionable parameters. This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.

12.3.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:

12.3.3.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.

12.3.3.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

12.3.3.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

12.3.3.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

12.3.3.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

12.3.3.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

12.3.3.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

12.3.3.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

12.3.3.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

12.3.3.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

12.3.3.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

12.3.3.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

12.4 **Tandem Switching**

12.4.1 **Definition**

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

12.4.2 **Technical Requirements**

12.4.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

12.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

12.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by Supra Telecommunications and Information Systems, Inc. and BellSouth;

12.4.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability

12.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Supra Telecommunications and Information Systems, Inc. ;

12.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

12.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

12.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

12.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.

12.4.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

12.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

12.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by Supra Telecommunications and Information Systems, Inc. . Tandem Switching will provide recording of all billable events as jointly agreed to by Supra Telecommunications and Information Systems, Inc. and BellSouth.

12.4.2.6 Upon a reasonable request from Supra Telecommunications and Information Systems, Inc. , BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Supra Telecommunications and Information Systems, Inc. .

12.4.2.7 BellSouth shall maintain Supra Telecommunications and Information Systems, Inc. 's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

12.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

12.4.2.9 Tandem Switching shall route calls to BellSouth or Supra Telecommunications and Information Systems, Inc. endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by Supra Telecommunications and Information Systems, Inc. , where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by Supra Telecommunications and Information Systems, Inc. and BellSouth. Such plans shall meet Supra Telecommunications and Information Systems, Inc. requirements for routing calls through the local network.

12.4.2.10 Tandem Switching shall process originating toll-free traffic received from a CLEC local switch.

12.4.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

12.4.3 **Interface Requirements**

12.4.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

12.4.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

12.4.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

12.4.3.4 Tandem Switching shall interconnect with Supra Telecommunications and Information Systems, Inc. 's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At Supra Telecommunications and Information Systems, Inc. 's request, Tandem Switching shall record and keep records of traffic for billing.

12.4.3.5 Tandem Switching shall provide an alternate final routing pattern for Supra Telecommunications and Information Systems, Inc. traffic overflowing from direct end office high usage trunk groups.

12.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to Supra Telecommunications and Information Systems, Inc.) each of the requirements for Tandem Switching set forth in the following technical references:

12.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

12.4.4.2 GR-905-CORE covering CCSNIS;

12.4.4.3 GR-1429-CORE for call management features; and GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection

12.5 **Digital Cross-Connect System (DCS)**

12.5.1 **Definition**

12.5.1.1 DCS provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (*e.g.*,

STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

12.5.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.

12.5.1.3 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.

12.6 **DCS Technical Requirements**

12.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by Supra Telecommunications and Information Systems, Inc. .

12.6.2 Where technically available in BellSouth's DCS system and supported by BellSouth's network management software, DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

12.6.3 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.

12.6.4 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.

12.6.5 BellSouth shall provide various types of Digital Cross-Connect Systems including:

12.6.5.1 DS0 cross-connects (typically termed DCS 1/0);

12.6.5.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

12.6.5.3 DS3 cross-connects (typically termed DCS 3/3);

12.6.5.4 STS-1 cross-connects; and

12.6.5.5 Other technically feasible cross-connects designated by Supra Telecommunications and Information Systems, Inc. .

12.6.6 DCS shall continuously monitor protected circuit packs and redundant common equipment.

12.6.7 Where technically available in BellSouth's DCS System, DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

12.6.8 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

12.6.9 BellSouth shall make available to Supra Telecommunications and Information Systems, Inc. spare facilities and equipment necessary for provisioning repairs, as it does for itself and for its own customers.

12.6.10 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (*e.g.*, Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

12.6.11 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.

12.6.12 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide multipoint bridging of multiple channels to other DCSs. Supra Telecommunications and Information Systems, Inc. may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

12.6.13 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by Supra Telecommunications and Information Systems, Inc. .

12.6.14 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform signaling conversion and data conditioning as designated by Supra Telecommunications and Information Systems, Inc. .

12.7 **DCS Interface Requirements**

12.7.1 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.,

12.7.2 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and ITU standards.

12.7.3 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and , ITU standards.

12.7.4 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore, ANSI and , ITU , standards.

12.8 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:

12.8.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

12.8.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

12.8.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

12.8.4 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

12.8.5 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

12.8.6 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

12.8.7 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

12.8.8 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

12.8.9 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

12.8.10 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

12.8.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

12.8.12 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

12.8.13 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

12.8.14 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

12.8.15 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

12.8.16 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

12.8.17 GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

12.8.18 GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and

12.8.19 TR-NWT-000776, Network Interface Description for ISDN Customer Access.

13. **Operator Systems**

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in Attachment 11.

13.1 **Definition**

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

13.2 **Operator Service**

13.2.1 **Definition**

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

13.2.2 **Requirements**

13.2.2.1 When Supra Telecommunications and Information Systems, Inc. requests BellSouth to provide Operator Services, the following requirements apply:

13.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

13.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

13.2.2.1.3 BellSouth shall complete calls that are billed to Supra Telecommunications and Information Systems, Inc. customer's calling card that can be validated by BellSouth.

13.2.2.1.4 BellSouth shall complete person-to-person calls.

13.2.2.1.5 BellSouth shall complete collect calls.

13.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

13.2.2.1.7 BellSouth shall complete station-to-station calls.

13.2.2.1.8 BellSouth shall process emergency calls.

13.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

13.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

13.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

13.2.2.2 BellSouth shall adhere to equal access requirements, providing Supra Telecommunications and Information Systems, Inc. local customers the same IXC access as provided to BellSouth customers.

13.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Supra Telecommunications and Information Systems, Inc. that BellSouth provides for its own operator service.

13.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

13.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Supra Telecommunications and Information Systems, Inc. .

13.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to Supra Telecommunications and Information Systems, Inc. in accordance with the time schedule designated by Supra Telecommunications and Information Systems, Inc. .

13.2.3 **Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Supra Telecommunications and Information Systems, Inc. , the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

13.3 **Directory Assistance Service**

13.3.1 **Definition**

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

13.3.2 **Requirements**

13.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Supra Telecommunications and Information Systems, Inc. 's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, Supra Telecommunications and Information Systems, Inc. may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

13.3.2.2 **Directory Assistance Service Updates**

13.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

13.3.2.2.1.1 New customer connections: BellSouth will provide service to Supra Telecommunications and Information Systems, Inc. that is equal to the service it provides to itself and its customers;

13.3.2.2.1.2 Customer disconnections: BellSouth will provide service to Supra Telecommunications and Information Systems, Inc. that is equal to the service it provides to itself and its customers; and

13.3.2.2.1.3 Customer address changes: BellSouth will provide service to Supra Telecommunications and Information Systems, Inc. that is equal to the service it provides to itself and its customers;

13.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

14. **Signaling**

BellSouth agrees to offer access to unbundled signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Attachment 11. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

14.1 **Definition of Signaling Link Transport**

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

14.2 **Technical Requirements**

14.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

14.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

14.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and

14.2.2.2 As a "D-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

14.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

14.2.3.1 An A-link layer shall consist of two links.

14.2.3.2 A D-link layer shall consist of four links.

14.2.4 A signaling link layer shall satisfy a performance objective such that:

14.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

14.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a D-link layer.

14.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

14.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

14.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

14.3 **Interface Requirements**

14.3.1 There shall be a DS1 (1.544 Mbps) interface at the Supra Telecommunications and Information Systems, Inc. -designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

15. **Signaling Transfer Points (STPs)**

15.1 **Definition** - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

15.2 **Technical Requirements**

15.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

15.2.1.1 BellSouth Local Switching or Tandem Switching;

15.2.1.2 BellSouth Service Control Points/DataBases;

15.2.1.3 Third-party local or tandem switching

15.2.1.4 Third-party-provided STPSs.

15.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

15.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Supra Telecommunications and Information Systems, Inc. local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Supra Telecommunications and Information Systems, Inc. local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.

15.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:

15.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,

15.2 4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and

15.2.4 3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.

15.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Supra Telecommunications and Information Systems, Inc. or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Supra Telecommunications and Information Systems, Inc. database, then Supra Telecommunications and Information Systems, Inc. agrees to provide BellSouth with the Destination Point Code for the Supra Telecommunications and Information Systems, Inc. database.

15.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPSs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

15.2.6.1 MTP Routing Verification Test (MRVT) and

15.2.6.2 SCCP Routing Verification Test (SRVT).

15.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Supra Telecommunications and Information Systems, Inc. or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by Supra Telecommunications and Information Systems, Inc. and BellSouth.

15.2.8 STPs shall be on parity with BellSouth.

15.2.9 SS7 Advanced Intelligent Network (AIN) Access

15.2.9.1 When technically feasible and upon request by Supra Telecommunications and Information Systems, Inc. , SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Supra Telecommunications and Information Systems, Inc. SS7 network to exchange TCAP queries and responses with an Supra Telecommunications and Information Systems, Inc. SCP.

15.2.9.2 SS7 AIN Access shall provide Supra Telecommunications and Information Systems, Inc. SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and Supra Telecommunications and Information Systems, Inc. SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Supra Telecommunications and Information Systems, Inc. SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

15.3 **Interface Requirements**

15.3.1 BellSouth shall provide the following STPs options to connect Supra Telecommunications and Information Systems, Inc. or Supra Telecommunications and Information Systems, Inc. -designated local switching systems or STPSs to BellSouth SS7 network:

15.3.1.1 An A-link interface from Supra Telecommunications and Information Systems, Inc. local switching systems; and,

15.3.1.2 A D-link interface from Supra Telecommunications and Information Systems, Inc. local STPSs.

15.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

15.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

BellSouth shall offer higher rate DS1 signaling for interconnecting Supra Telecommunications and Information Systems, Inc. local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and Supra Telecommunications and Information Systems, Inc. will work jointly to establish mutually acceptable SPOIs.

15.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and Supra Telecommunications and Information Systems, Inc. will work jointly to establish mutually acceptable SPOIs.

15.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

15.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

15.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

15.3.6 **Message Screening**

15.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Supra Telecommunications and Information Systems, Inc. local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Supra Telecommunications and Information Systems, Inc. switching system has a legitimate signaling relation.

15.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Supra Telecommunications and Information Systems, Inc. local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Supra Telecommunications and Information Systems, Inc. switching system has a legitimate signaling relation.

15.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Supra Telecommunications and Information Systems, Inc. from any signaling

point or network interconnected through BellSouth's SS7 network where the Supra Telecommunications and Information Systems, Inc. SCP has a legitimate signaling relation.

15.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

15.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

15.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

15.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

15.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

15.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

15.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

15.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

15.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

16. Service Control Points/DataBases

16.1 Definition

16.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited

to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

16.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

16.2 **Technical Requirements for SCPs/Databases**

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Supra Telecommunications and Information Systems, Inc. in accordance with the following requirements.

16.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

16.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

16.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

16.2.4 **Database Availability**

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

16.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Supra Telecommunications and Information Systems, Inc. customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

16.3 **Local Number Portability Database**

16.3.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

16.4 **Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

16.4.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

16.4.2 **Technical Requirements**:

BellSouth will offer to Supra Telecommunications and Information Systems, Inc. any additional capabilities that are developed for LIDB during the life of this Agreement.

16.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Supra Telecommunications and Information Systems, Inc. to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-Supra Telecommunications and Information Systems, Inc. dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

16.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Supra Telecommunications and Information Systems, Inc. to store in BellSouth's LIDB any customer Line Number or

Special Billing Number record, whether ported or not, and Supra Telecommunications and Information Systems, Inc. dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

16.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Supra Telecommunications and Information Systems, Inc. to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.

16.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for Supra Telecommunications and Information Systems, Inc. 's customer records in LIDB:

16.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

16.4.2.4.2 Calling Card Validation: If Supra Telecommunications and Information Systems, Inc. chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for Supra Telecommunications and Information Systems, Inc. customer data in the LIDB.

16.4.2.5 BellSouth shall process Supra Telecommunications and Information Systems, Inc. 's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Supra Telecommunications and Information Systems, Inc. what additional functions (if any) are performed by LIDB in the BellSouth network.

16.4.2.6 Within two (2) weeks after a request by Supra Telecommunications and Information Systems, Inc. , BellSouth shall provide Supra Telecommunications and Information Systems, Inc. with a list of the customer data items which Supra Telecommunications and Information Systems, Inc. would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

16.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

16.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

16.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

16.4.2.10 BellSouth shall provide Supra Telecommunications and Information Systems, Inc. with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with Supra Telecommunications and Information Systems, Inc. customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with Supra Telecommunications and Information Systems, Inc. customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to Supra Telecommunications and Information Systems, Inc. . In the interim , BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

16.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.

16.4.2.12 All additions, updates and deletions of Supra Telecommunications and Information Systems, Inc. data to the LIDB shall be solely at the direction of Supra Telecommunications and Information Systems, Inc. . Such direction from Supra Telecommunications and Information Systems, Inc. will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

16.4.2.13 BellSouth shall provide priority updates to LIDB for Supra Telecommunications and Information Systems, Inc. data upon Supra Telecommunications and Information Systems, Inc. 's request (e.g., to support fraud detection), via password-protected telephone card,

facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

16.4.2.14 BellSouth shall provide Supra Telecommunications and Information Systems, Inc. with the capability to directly obtain, through an electronic interface, reports of all Supra Telecommunications and Information Systems, Inc. data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of Supra Telecommunications and Information Systems, Inc. data in LIDB.

16.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of Supra Telecommunications and Information Systems, Inc. customer records will be missing from LIDB, as measured by Supra Telecommunications and Information Systems, Inc. audits. BellSouth will audit Supra Telecommunications and Information Systems, Inc. records in LIDB against DBAS to identify record mis-matches and provide this data to a designated Supra Telecommunications and Information Systems, Inc. contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Supra Telecommunications and Information Systems, Inc. within one business day of audit. Once reconciled records are received back from Supra Telecommunications and Information Systems, Inc. , BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Supra Telecommunications and Information Systems, Inc. to negotiate a time frame for the updates, not to exceed three business days.

16.4.2.16 BellSouth shall perform backup and recovery of all of Supra Telecommunications and Information Systems, Inc. 's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

16.4.2.17 BellSouth shall provide to Supra Telecommunications and Information Systems, Inc. access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to Supra Telecommunications and Information Systems, Inc. when it becomes available. Currently, BellSouth provides the following

information from the Billing Measurements System summarized by Data Owner/Query Originator:

Calling Card Queries
Billed Number Screening Queries
Calling Card Successful
Calling Card Denied
Calling Card CCAN Service Denied
Calling Card Pin Match Field
Calling Card Record Not Found
Billed Number Screening Successful
Billed Number Screening Not Found
Group Not Found
BNS/C Processing Indicator Not Enabled
Group Status/Nonparticipating

As additional LIDB measurements and reports become available, such measurements and reports also will be provided to Supra Telecommunications and Information Systems, Inc. .

16.4.2.18 BellSouth shall provide Supra Telecommunications and Information Systems, Inc. with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between Supra Telecommunications and Information Systems, Inc. and BellSouth.

16.4.2.19 BellSouth shall prevent any access to or use of Supra Telecommunications and Information Systems, Inc. data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by Supra Telecommunications and Information Systems, Inc. in writing.

16.4.2.20 BellSouth shall provide Supra Telecommunications and Information Systems, Inc. performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Supra Telecommunications and Information Systems, Inc. at least at parity with BellSouth Customer Data. BellSouth shall obtain from Supra Telecommunications and Information Systems, Inc. the screening information associated with LIDB Data Screening of Supra Telecommunications and Information Systems, Inc. data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Supra Telecommunications and Information Systems, Inc. under the Bona Fide Request process of Attachment 9.

16.4.2.21 BellSouth shall accept queries to LIDB associated with Supra Telecommunications and Information Systems, Inc. customer records, and shall return responses in accordance with industry standards.

16.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

16.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

16.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.

16.4.3 **Interface Requirements**

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

16.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.

16.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.

16.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

16.5 **Toll Free Number Database**

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

16.5.1 **Technical Requirements**

16.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for Supra Telecommunications and Information Systems, Inc. to query with a toll-free number and originating information.

16.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

16.5.1.3 The SCP shall also provide, at Supra Telecommunications and Information Systems, Inc. 's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:

16.5.1.3.1 Network Management;

16.5.1.3.2 Customer Sample Collection; and

16.5.1.3.3 Service Maintenance

16.6 **Automatic Location Identification/Data Management System (ALI/DMS)**

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

16.6.1 **Technical Requirements**

16.6.1.1 BellSouth shall offer Supra Telecommunications and Information Systems, Inc. a data link to the ALI/DMS database or permit Supra Telecommunications and Information Systems, Inc. to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Supra Telecommunications and Information Systems, Inc. immediately after Supra Telecommunications and Information Systems, Inc. inputs information into the ALI/DMS database. Alternately, Supra Telecommunications and Information Systems, Inc. may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

16.6.1.2 The ALI/DMS database shall contain the following customer information:

16.6.1.2.1 Name;

16.6.1.2.2 Address;

16.6.1.2.3 Telephone number; and

16.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

16.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Supra Telecommunications and Information Systems, Inc. requests otherwise and shall be updated if Supra Telecommunications and Information Systems, Inc. requests, provided Supra Telecommunications and Information Systems, Inc. supplies BellSouth with the updates.

16.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

16.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

16.6.2 **Interface Requirements**

The interface between the E911 Switch or Tandem and the ALI/DMS database for Supra Telecommunications and Information Systems, Inc. customers shall meet industry standards.

16.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to Supra Telecommunications and Information Systems, Inc. in order to allow Supra Telecommunications and Information Systems, Inc. to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide Supra Telecommunications and Information Systems, Inc. with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Supra Telecommunications and Information Systems, Inc. and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and Supra Telecommunications and Information Systems, Inc. telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

16.8 **Calling Name Database**. BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.

16.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

16.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

16.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);

16.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

16.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

16.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);

16.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and

16.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).

16.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

16.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Supra Telecommunications and Information Systems, Inc. the capability that will allow Supra Telecommunications and Information Systems, Inc. and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

16.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to Supra Telecommunications and

Information Systems, Inc. . Scheduling procedures shall provide Supra Telecommunications and Information Systems, Inc. equivalent priority to these resources

16.10.3 BellSouth SCP shall partition and protect Supra Telecommunications and Information Systems, Inc. service logic and data from unauthorized access, execution or other types of compromise.

16.10.4 When Supra Telecommunications and Information Systems, Inc. selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Supra Telecommunications and Information Systems, Inc. to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

16.10.5 When Supra Telecommunications and Information Systems, Inc. selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Supra Telecommunications and Information Systems, Inc. access will be provided via remote data connection (e.g., dial-in, ISDN).

16.10.6 When Supra Telecommunications and Information Systems, Inc. selects SCE/SMS AIN Access, BellSouth shall allow Supra Telecommunications and Information Systems, Inc. to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and customer subscription).

17. DARK FIBER

BellSouth agrees to offer access to Dark Fiber where the state commissions have required such access pursuant to the terms and conditions following and at the rates set forth in Attachment 11. The parties agree that Dark Fiber will be used in the provisioning of local service.

17.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

17.2 Requirements

17.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Supra Telecommunications and Information Systems, Inc. pursuant to the prices set forth in Attachment 11 of this Agreement.

17.2.2 Supra Telecommunications and Information Systems, Inc. may test the quality of the Dark Fiber to confirm its usability and performance specifications.

17.2.3 BellSouth shall use its best efforts to provide to Supra Telecommunications and Information Systems, Inc. information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Supra Telecommunications and Information Systems, Inc. ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 90 days after Confirmation, BellSouth shall hold such requested Dark Fiber for Supra Telecommunications and Information Systems, Inc. 's use and may not allow any other party to use such media, including BellSouth.

17.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Supra Telecommunications and Information Systems, Inc. within thirty (30) business days after it receives written confirmation from Supra Telecommunications and Information Systems, Inc. that the Dark Fiber previously deemed available by BellSouth is wanted for use by Supra Telecommunications and Information Systems, Inc. . This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Supra Telecommunications and Information Systems, Inc. to connect or splice Supra Telecommunications and Information Systems, Inc. provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

18. SS7 Network Interconnection

18.1.1 **Definition**

SS7 Network Interconnection is the interconnection of Supra Telecommunications and Information Systems, Inc. local Signaling Transfer Point Switches (STPS) and Supra Telecommunications and Information Systems, Inc. local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Supra Telecommunications and Information Systems,

Inc. local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

18.1.2 **Technical Requirements**

18.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

18.1.2.1.1 BellSouth local or tandem switching systems;

18.1.2.1.2 BellSouth DBs; and

18.1.2.1.3 Other third-party local or tandem switching systems.

18.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Supra Telecommunications and Information Systems, Inc. or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an Supra Telecommunications and Information Systems, Inc. local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Supra Telecommunications and Information Systems, Inc. local STPSs and BellSouth or other third-party local switch.

18.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

18.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

18.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

18.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

18.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

18.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and

SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Supra Telecommunications and Information Systems, Inc. local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Supra Telecommunications and Information Systems, Inc. local STPSs, and shall not include SCCP Subsystem Management of the destination.

18.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

18.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

18.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.

18.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

18.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

18.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and

18.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

18.1.3 **Interface Requirements**

18.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Supra Telecommunications and Information Systems, Inc. or Supra Telecommunications and Information Systems, Inc. -designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

18.1.3.1.1 A-link interface from Supra Telecommunications and Information Systems, Inc. local or tandem switching systems; and

18.1.3.1.2 D-link interface from Supra Telecommunications and Information Systems, Inc. STPSs.

18.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Supra Telecommunications and Information Systems, Inc. local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and Supra Telecommunications and Information Systems, Inc. will work jointly to establish mutually acceptable SPOI.

18.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and Supra Telecommunications and Information Systems, Inc. will work jointly to establish mutually acceptable SPOI.

18.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

18.1.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

18.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

18.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

18.1.3.4.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

18.1.3.5 BellSouth shall set message screening parameters to block accept messages from Supra Telecommunications and Information Systems, Inc. local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Supra Telecommunications and Information Systems, Inc. switching system has a legitimate signaling relation.

18.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

18.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

18.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

18.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

18.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

18.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

18.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

18.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

18.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

18.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

18.1.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

18.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

18.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

18.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

18.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

19. Basic 911 and E911

BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

19.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

19.2 Requirements

19.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Supra Telecommunications and Information Systems, Inc. a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Supra Telecommunications and Information Systems, Inc. will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Supra Telecommunications and Information Systems, Inc. will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Supra Telecommunications and Information Systems, Inc. will be required to discontinue the Basic 911 procedures and being using E911 procedures.

19.2.2 E911 Service Provisioning. For E911 service, Supra Telecommunications and Information Systems, Inc. will be required to install a minimum of two dedicated trunks originating from the Supra Telecommunications and Information Systems, Inc. serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part

of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Supra Telecommunications and Information Systems, Inc. will be required to provide BellSouth daily updates to the E911 database. Supra Telecommunications and Information Systems, Inc. will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Supra Telecommunications and Information Systems, Inc. will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

19.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Supra Telecommunications and Information Systems, Inc. beyond applicable charges for BellSouth trunking arrangements.

19.2.4 Basic 911 and E911 functions provided to Supra Telecommunications and Information Systems, Inc. shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.

19.2.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Supra Telecommunications and Information Systems, Inc. to follow in providing 911/E911 services.

Supra Telecom

1311 Executive Center Drive, Suite 200
Tallahassee, Fl 32301-5027

Telephone: (850) 402-0510
Fax: (850) 402-0522
www.supratelecom.com

Docket No. 001097-TL
Kayode Ramos Exhibit No. KR-6

August 20, 1999

Via Facsimile & U.S. Mail

Mr. Patrick Finlen
Manager, Interconnection Services
BellSouth Telecommunications, Inc.
675 West Peachtree Street, NE
Room 34S91
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

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N E
Atlanta, Georgia 30375

August 25, 1999

Mr. Wayne L. Stavanja
Vice President – Regulatory Relations
Supra Telecommunications & Information Systems, Inc.
Suite 200
1311 Executive Center Drive
Tallahassee, FL 32301-5027

Dear Mr. Stavanja:

This is in response to your letter of August 20, 1999, advising that Supra Telecommunications and Information Systems, Inc. ("Supra Telecom") wishes to adopt the Florida AT&T/BellSouth Interconnection Agreement, dated June 10, 1997. This would include all exhibits and amendments that have been negotiated and executed to date between AT&T and BellSouth. BellSouth is amenable to your request, but I must advise that when adopting an agreement, as you have requested, you must also adopt the term of that agreement. Therefore the agreement Supra Telecom and BellSouth enters into will expire June 9, 2000, with negotiations to commence no later than December 12, 1999, on a new agreement.

However, your letter also requests that since Supra Telecom will not be using, nor will it participate in the development of, the EC-Lite interface, that your company would like to "amend the original agreement" to reflect the use of the TAG interface. This would entail the modification of Attachment 15 of the AT&T /BellSouth Interconnection Agreement. BellSouth can not agree to this request.

As I advised in our discussions, when requesting either an entire agreement or just an attachment of an agreement, it is necessary to adopt all related terms and conditions associated with the requested attachment of the agreement. However, in order to meet your needs for a TAG interface BellSouth can agree to substitute the attached contract language in lieu of Attachment 15 of the AT&T agreement. As you can see this language has provisions for the TAG interface and should meet your needs for Ordering and Provisioning.

Please call me as soon as possible to advise what Supra Telecom would like to do regarding the attached language, since we are now within the window whereby either party may file for arbitration at the various regulatory authorities. I can be reached at (404) 927-8389.

Sincerely,

Pat Finlen
Manager, Interconnection Services

Attachment

Cc: Parkey Jordan, Esq.
Nancy White, Esq.
Olukayode Ramos, President – Supra Telecommunication and Information Services, Inc.
David Dimlich, General Counsel – Supra Telecommunication and Information Services, Inc.

Attachment 6

Ordering and Provisioning

TABLE OF CONTENTS

1. QUALITY OF ORDERING AND PROVISIONING 3

2. ACCESS TO OPERATIONAL SUPPORT SYSTEMS 3

3. MISCELLANEOUS ORDERING AND PROVISIONING GUIDELINES 5

ORDERING AND PROVISIONING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to CLEC-1 that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays) (Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM location time (excluding holidays) (Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

All other CLEC-1 requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide CLEC-1 access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the

Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. CLEC-1 agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that CLEC-1 will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows CLEC-1 to report and monitor service troubles and obtain repair services. BellSouth shall offer CLEC-1 service trouble reporting in a non-discriminatory manner that provides CLEC-1 the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLEC-1 an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers CLEC-1 access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of CLEC-1 to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to CLEC-1 with sufficient notice to allow CLEC-1 to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this Agreement.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.6 Cancellation Charges. If CLEC-1 cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by CLEC-1 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if CLEC-1 wishes to reinstate an order, CLEC-1 may be required to submit a new service order.

3.2 Single Point of Contact. CLEC-1 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by CLEC-1 to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. CLEC-1 and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by CLEC-1 to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify CLEC-1 that such an order has been processed, but will not be required to notify CLEC-1 in advance of such processing.

3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.

3.3.1.3 Notify CLEC-1 subsequent to the disconnect order being completed.

Supra Telecom
1311 Executive Center Drive, Suite 200
Tallahassee, Fl 32301-5027

Telephone: (850) 402-0510
Fax (850) 402-0522
www.supratelecom.com

Docket No. 001097-TL
Kayode Ramos Exhibit No. KR-8

August 31, 1999

Via Facsimile & U.S. Certified Mail: Z362234971

Mr. Patrick Finlen
Manager, Interconnection Services
BellSouth Telecommunications, Inc.
675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

Dear Mr. Finlen:

As a follow-up to your August 25, 1999 letter, Supra Telecom reaffirms its request 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.

Your assertion that it is necessary to adopt all the terms and conditions of an attachment without modification or amendment by incorporating terms of a different agreement does not comport with Section 252(i) of the Act, the Supreme Court opinion, CFR §51.809(a), or the FCC's Order No. 96-325. The TAG language that we discussed is standard BST Ordering and Provisioning language appearing in several agreements on file with the Florida Commission. Based on current law cited above, Supra Telecom is entitled to any single provision in another agreement of its choosing. Your position merely reflects BellSouth policy, and is not backed by applicable law or ruling of any regulatory authority having jurisdiction over this agreement. However, without waiving its rights, Supra Telecom will adopt the AT&T/BellSouth agreement in its entirety at this time.

As I stated in my August 20, 1999 letter, BellSouth is on notice that Supra Telecom has not and 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.

Supra Exhibit #19

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

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

Docket No. 001097-TL
Kayode Ramos Exhibit No. KR-9

September 7, 1999

Mr. Olukayode Ramos
President
Supra Telecommunications & Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133

Dear Mr. Ramos:

This is in response to the August 31, 1999 letter from Mr. Wayne Stavanja of Supra Telecommunications and Information Systems, Inc. ("Supra Telecom"). In his letter, Mr. Stavanja advised that Supra Telecom wishes to adopt the BellSouth/AT&T Interconnection Agreement for Florida, dated June 10, 1997, in its entirety including "all exhibits and amendments that have been negotiated and executed to date between the parties." As requested by Mr. Stavanja, enclosed for your signatures are two copies of an agreement setting forth the terms of that adoption. Once you have executed both copies of the agreement please forward them to me, and I'll have Jerry Hendrix sign on behalf of BellSouth. I'll also make all the necessary arrangements to have the agreement filed with the Florida Public Service Commission.

As the agreement being adopted is for the state of Florida only, upon execution of the enclosed agreement by both parties, this agreement will supercede the existing agreements between BellSouth and Supra Telecom for the state of Florida. These are the Resale, Collocation, and Interconnection Agreements for the state of Florida. The agreements between Supra and BellSouth for the other states in BellSouth's region will expire by their terms on October 22, 1999, whereupon, BellSouth will no longer provide services to Supra under the expired agreements Should Supra choose in the future to offer telecommunications services to customers in any other state within BellSouth's region, BellSouth will be happy to negotiate and execute new Interconnection Agreements for the appropriate states.

The allegation in Mr. Stavanja's letter that BellSouth maintained that it is necessary to adopt all the terms and conditions of an attachment to a existing Interconnection Agreement is simply unfounded. What I advised Supra Telecom in my August 25, 1999 letter is that "when requesting an entire agreement or just an attachment to

an agreement, it is necessary to adopt **all related terms and conditions** associated with the requested attachment." [Emphasis added]

Supra Telecom is correct that the TAG language that was discussed is standard BellSouth language and does appear in numerous agreements on file with the Florida Public Service Commission. If Supra Telecom did not wish to accept the language offered by BellSouth as a substitute to Attachment 15 of the BellSouth/AT&T Interconnection Agreement, then it could have certainly requested to adopt another entity's Interconnection Agreement or an attachment to that entity's Interconnection Agreement with the language it believes it needs. The only stipulation to such an adoption would be that all related terms and conditions associated with the requested language would have to be adopted.

As for putting BellSouth on notice that Supra Telecom has no intention of using, nor participating in the development of, the EC-Lite interface, please let me remind you that Supra Telecom will be expected to comply with all provisions of the BellSouth/AT&T Interconnection Agreement. However, in an effort to assist Supra Telecom in its ordering and provisioning of telecommunications services, BellSouth stands ready to negotiate an Amendment to the enclosed Adoption to incorporate any future needs of Supra Telecom, including an Amendment to implement TAG for preordering and/or ordering functions and eliminating language requiring Supra to use or participate in developing EC-Lite. Absent such an Amendment, BellSouth will look to Supra to comply with all the terms of the adopted Interconnection Agreement.

Sincerely,

Pat

Pat Finlen
Manager, Interconnection Services

Enclosure

Cc: Parkey Jordan, Esq.
Nancy White, Esq.
Mr. Wayne Stavanja, Vice President – Supra Telecommunications and Information Systems, Inc.