

**BELLSOUTH OPPOSITION**

**WC DOCKET NO. 02-238**

**EXHIBIT B**

**PART 2 OF 13**

## **RESALE**

### **1. DISCOUNT RATES**

- 1.1 Services available for Resale shall include all telecommunications services offered by BellSouth to parties other than telecommunications carriers, on a retail basis consistent with Section 251 (c)(4)(A) of the Act and 47 CFR 51.607(b), regardless of the particular tariff or other method by which such Telecommunications Services are offered. The discount applied to Supra's purchase of BellSouth telecommunications services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The discount shall be applied to the retail rate for the telecommunications service purchased by Supra.
- 1.2 At the request of Supra and pursuant to the requirements of the Act, Supra may resell the telecommunications services of BellSouth that BellSouth offers at retail to subscribers who are not telecommunications carriers, 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.

### **2. DEFINITION OF TERMS**

- 2.1 ALTERNATE LOCAL EXCHANGE COMPANY ("ALEC") is as defined in the Florida Statutes.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; and payment in full of charges incurred.
- 2.3 DEPOSIT means assurance provided by a Customer of Record in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing

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services or combining a new function, feature or capability with an existing service.

2.6 RESALE means an activity wherein an ALEC, such as Supra Telecom, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

2.7 SPECIAL ASSEMBLY means an offering of special equipment and arrangements mutually agreed upon by the Parties and not otherwise provided for in the General Subscribers Services Tariff. Such arrangements may be furnished if they are in accord with authorized service offerings, and used in connection with and not detrimental to any of the services furnished by BellSouth. A Special Assembly may be provided when the nature and magnitude of the provision is sufficient to impose the need for specific customer pricing.

### **3. GENERAL PROVISIONS**

3.1 At the request of Supra Telecom and pursuant to the requirements of the Act, Supra Telecom may resell the telecommunications services of BellSouth that BellSouth offers at retail to subscribers who are not telecommunications carriers, 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. Supra Telecom may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.1.1 Supra Telecom must resell services to other end users;

3.1.2 Supra Telecom must order services through resale interfaces, i. e., the Local Carrier Service Center ("LCSC") and/or appropriate Resale Account Teams pursuant to Attachment 7 of this Agreement, incorporated herein by this reference; and

3.1.3 Supra Telecom cannot be an ALEC for the single purpose of selling to itself.

3.2 The provision of services by BellSouth to Supra Telecom does not constitute a joint undertaking for the furnishing of any service.

3.3 Supra Telecom will be the Customer of Record for all telecommunications services purchased from BellSouth for the

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purpose of resale. Except as specified herein, BellSouth will take orders from, bill and expect payment from Supra Telecom for said services.

- 3.4 Supra Telecom will be BellSouth's single point of contact for all services purchased pursuant to this Attachment 1. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.5 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. Subject to Section 222 of the Act, BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Supra Telecom. BellSouth will not delay conversion of end users to Supra Telecom as a result of the end users subscription to services not available for resale, provided that Supra Telecom complies with appropriate ordering processes as set forth in the appropriate BellSouth ordering guides.
- 3.6 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.7 Current telephone numbers may normally be retained by end user. Supra Telecom has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, solely in accordance with BellSouth's practices and procedures and on a non-discriminatory basis.
- 3.8 For the purpose of the resale of BellSouth's telecommunications services by Supra Telecom, BellSouth will provide Supra Telecom with an on line access to telephone numbers pursuant to Attachment 5, Sections 1.2 and 1.3, incorporated herein by this reference.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

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- 3.10 BellSouth accepts no responsibility to any person for any unlawful act committed by Supra Telecom or its end users as part of providing service to Supra Telecom for purposes of resale or otherwise.
- 3.11 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
  - 3.11.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or
  - 3.11.2 Impair the privacy of any communications.
- 3.12 If Supra Telecom utilizes a BellSouth resold telecommunications service in a manner other than which the service was originally intended as described in BellSouth's retail tariffs, Supra Telecom has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.13 Facilities and/or equipment utilized by BellSouth to provide service to Supra Telecom remain the property of BellSouth.
- 3.14 White page directory listings will be provided in accordance with Section 20 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 3.15 BellSouth provides electronic access to customer record information pursuant to Attachment 7, incorporated herein by this reference. Customer record information includes customer specific information in the Customer Record Information System ("CRIS") and the Regional Street Address Guide ("RSAG"). Supra Telecom agrees not to view, copy, or otherwise obtain access to the customer record information of any end user without that end user's permission, and further agrees that Supra Telecom will obtain access to customer record information only in strict compliance with all applicable state and federal laws, rules and regulations.
- 3.16 Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record information and placing local service requests shall be as set forth in Exhibit A, attached hereto and incorporated herein

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by this reference. No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces utilized by Supra Telecom are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.

- 3.16.1 Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by Supra Telecom. BellSouth may only charge manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives.
- 3.17 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
  - Call Forward on Busy/Don't Answer ("CF-B/DA")
  - Call Forward on Busy ("CF/B")
  - Call Forward Don't Answer ("CF/DA")
- 3.18 Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package, available on BellSouth's website, shall be made available for resale without the wholesale discount.
- 3.19 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 If Supra Telecom requests a Special Assembly, Supra Telecom agrees to pay the costs incurred by BellSouth for providing the requested Special Assembly. The costs will be provided to Supra Telecom prior to providing the service. Such costs could include both recurring and non-recurring charges and shall exclude any costs

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attributable to any marketing, billing, collection or other costs that will be avoided by BellSouth in providing the service to Supra Telecom.

- 3.21 Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to Supra where Supra is a subscriber to local switching or where Supra is a reseller of BellSouth telecommunications services. This charge will not be discounted.
- 3.22 BellSouth agrees to notify Supra Telecom electronically of any changes in the terms and conditions under which it offers telecommunications services to end users who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least forty-five (45) days prior to the effective date of any such change, whichever is earlier. Supra Telecom recognizes that certain revisions may occur between the time BellSouth notifies Supra Telecom of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify Supra Telecom of such revisions consistent with BellSouth's internal notification process but Supra Telecom accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by Supra Telecom unless caused by the intentional misconduct of BellSouth for the purposes of this Section. The notification given pursuant to this Section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth's filing of any such changes. Any change requiring modifications to BellSouth's electronic interface will be as set forth in Section 1.5 of Attachment 7, incorporated herein by this reference. The notification given pursuant to this Section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth's filing of any such changes.
- 3.23 BellSouth shall provide 911/E911 for Supra Telecom end users in the same manner that it is provided to BellSouth end users. BellSouth shall provide and validate Supra Telecom end users information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the Supra Telecom end users service information in the ALI/DMS data base (Automatic Location Identification/Database Management System) used to support 911/E911 services.

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- 3.24 BellSouth and Supra Telecom shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and Supra Telecom shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.
- 3.25 Pursuant to 47 CFR Section 51.617, BellSouth will bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge) identical to the end user common line charges BellSouth bills its end users. The end user common line charges shall not be discounted. Supra in turn may bill its end users Supra's end user common line charges.
- 3.26 In general, BellSouth will not become involved in disputes between Supra Telecom and Supra Telecom's end users over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Supra Telecom shall contact the designated service center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Supra Telecom to resolve the matter in as timely a manner as possible. Supra Telecom may be required to submit documentation to substantiate the claim.
- 4. BELLSOUTH'S PROVISION OF SERVICES TO SUPRA TELECOM**
- 4.1 Supra Telecom agrees that its resale of BellSouth services shall be as follows:
- 4.1.1 No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for a restriction on the resale of cross-class selling and reasonable, nondiscriminatory and narrowly tailored terms, conditions and limitations in the underlying BellSouth tariffs.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider ("IPP") customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in

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the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Supra Telecom to establish compliance with the terms and conditions set forth above. Such audit shall not occur more than once in a calendar year. Supra Telecom shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
- 4.1.4 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services unless specifically provided for in BellSouth's retail tariffs.
- 4.1.5 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature.
- 4.1.6 BellSouth will provide Supra Telecom with at least the capability to provide a Supra Telecom end user the same experience as BellSouth provides its own end users with respect to all resold services. The capability provided to Supra Telecom by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures, whichever is the higher standard.
- 4.1.7 Where Supra Telecom provides service to customers via resale of BellSouth services, BellSouth shall not be required to notify Supra Telecom of its intent to provision DAML equipment on Supra Telecom customer lines, as long as it will not impair the voice grade service being provisioned by Supra Telecom to its customers.
- 4.2 **CLASS and Custom Features Requirements**
  - 4.2.1 Supra Telecom may purchase the entire set of CLASS and custom features and functions, or a subset of any one or any combination of such features, on an end user-specific basis, without restriction on the minimum or maximum number of lines and features that may be purchased for any one level of service to the extent such restrictions do not apply to BellSouth's retail end users.

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- 4.3 **Voluntary Federal Customer Financial Assistance Programs**
- 4.3.1 Local telecommunications services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth end user eligible for the Voluntary Federal Customer Financial Assistance Program, or other similar state programs, chooses to obtain local service from Supra Telecom, BellSouth shall forward available information regarding such end user's eligibility to participate in such programs to Supra Telecom, in electronic format in accordance with procedures to be mutually established by the Parties and applicable state and federal law.
- 4.4 **Hospitality Service**
- 4.4.1 BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.
- 4.5 **Blocking Service**
- 4.5.1 BellSouth shall provide call blocking of 700, 900, and 976 services individually or in any combination upon request, including bill to third party and collect calls from Supra Telecom on a line, trunk, or individual service basis at parity with what BellSouth provides its end users.
- 4.6 **Routing to Directory Assistance, Operator and Repair Services**
- 4.6.1 BellSouth shall make available to Supra Telecom the ability to route calls utilizing the customized or compatible signaling protocol:
  - 4.6.1.1 Local Directory Assistance calls (411, (NPA) 555-1212) dialed by Supra Telecom end users directly to the Supra Telecom directory assistance services platform;
  - 4.6.1.2 Local operator services calls (0+, 0-) dialed by Supra Telecom end users directly to the Supra Telecom local operator services platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the Supra Telecom local operator services platform, using standard operator services dialing protocols of 0+ or 0-; and

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- 4.6.1.3 Repair calls (e.g., 611) dialed by Supra Telecom end users directly to the Supra Telecom repair center.
- 4.6.2 All routing shall permit Supra Telecom end users to dial the same telephone numbers for Supra Telecom directory assistance, local operator service and repair that similarly situated BellSouth end users dial for reaching equivalent BellSouth services.
- 4.6.3 BellSouth branding is the default service level.
  - 4.6.3.1 Unbranding, custom branding, and self-branding require Supra Telecom to order customized routing for each originating BellSouth end office identified by Supra Telecom. Rates for customized routing are set forth in Exhibit C of this Attachment, incorporated herein by this reference.
  - 4.6.3.2 Custom branding and self-branding require Supra Telecom to order dedicated trunking from each BellSouth end office identified by Supra Telecom, to either the BellSouth Traffic Operator Position System ("TOPS") or Supra Telecom operator service provider. Rates for trunks are set forth in applicable BellSouth tariffs, or Exhibit A of Attachment 2, incorporated herein by this reference.
  - 4.6.3.3 Unbranding – Unbranded directory assistance and/or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Supra Telecom to the BellSouth TOPS. These calls are routed to "no announcement."
- 4.7 **Busy Line Verification and Emergency Line Interrupt**
  - 4.7.1 Where BellSouth does not route operator services traffic to Supra Telecom's platform, BellSouth shall perform BLV/ELI for Supra Telecom on resold BellSouth lines. Where BellSouth routes operator services traffic to Supra Telecom's platform, BellSouth shall provide BLV/ELI services when requested by Supra Telecom operators.
- 4.8 **Directory Assistance and Operator Services**
  - 4.8.1 Where BellSouth provides directory assistance service on behalf of Supra Telecom, it shall be at the same level of directory assistance service available to BellSouth end users. If requested by Supra Telecom, BellSouth will provide Supra Telecom directory assistance service under the Supra Telecom brand. Where not technically feasible, such calls will be unbranded.

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- 4.8.2 Where BellSouth provides operator services on behalf of Supra Telecom, it shall be at the same level of service available to BellSouth end users. BellSouth will provide service in accordance with all applicable state requirements for operator services.
- 4.8.3 Upon request, BellSouth agrees to provide Supra Telecom operator services branded as a Supra Telecom call. Where not technically feasible, such calls will be unbranded.
- 4.8.4 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Supra Telecom end users:
  - 4.8.4.1 Instant credit on calls, as provided to BellSouth end users; and
  - 4.8.4.2 Routing of calls to Supra Telecom when requested via existing Operator Transfer Service ("OTS").
- 5. MAINTENANCE OF SERVICES**
- 5.1 Supra Telecom and BellSouth will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding set forth on BellSouth's web site regarding maintenance and installation of service.
- 5.2 Services resold pursuant to this Attachment 1 shall be maintained by BellSouth.
- 5.3 Supra Telecom or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 BellSouth will bill Supra Telecom for handling troubles that are found not to be in BellSouth'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 end users for the same services.
- 5.5 BellSouth reserves the right to contact Supra Telecom's end users on Supra Telecom's behalf, if deemed necessary, for maintenance purposes.
- 5.6 BellSouth shall ensure that all BellSouth representatives who receive inquiries regarding Supra Telecom services when providing services

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on behalf of Supra Telecom: (i) refer such inquiries to Supra Telecom at a telephone number provided by Supra Telecom; (ii) provide Supra Telecom supplied telephone numbers to callers who inquire about Supra Telecom services or products; (iii) do not in any way disparage or discriminate against Supra Telecom, or its products or services; and (iv) do not provide information about BellSouth products or services.

**6. ANNOYANCE CALLS**

- 6.1 BellSouth will continue to process calls made to the annoyance call center and will advise Supra Telecom when it is determined that annoyance calls are originated from one of its end user's locations. BellSouth shall be indemnified, defended and held harmless by Supra Telecom and/or the end user against any claim, loss or damage arising from providing this information to Supra Telecom. It is the responsibility of Supra Telecom to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

**7. LINE INFORMATION DATABASE ("LIDB")**

- 7.1 The Parties' agreement relating to LIDB storage is included in Exhibit A to Attachment 6 of this Agreement, incorporated herein by this reference.

**8. RAO HOSTING**

- 8.1 The Parties' agreement relating to RAO Hosting is included in Exhibit B to Attachment 6 of this Agreement, incorporated herein by this reference.

**9. OPTIONAL DAILY USAGE FILE ("ODUF")**

- 9.1 The Parties' agreement relating to ODUF is included in Exhibit C to Attachment 6 of this Agreement, incorporated herein by this reference.

**10. ENHANCED OPTIONAL DAILY USAGE FILE ("EODUF")**

- 10.1 The Parties' agreement relating to EODUF is included in Exhibit D of Attachment 6 of this Agreement, incorporated herein by this reference.

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### APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Supra Telecom for the purposes of resale to Supra Telecom end users shall be available at the following discount off of the retail rate. If Supra Telecom cancels an order for telecommunications services for the purposes of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the General Subscriber Services Tariff and the Private Line Service Tariff.

<b>DISCOUNT*</b>			
<b>STATE</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>	<b>CSAs</b>
FLORIDA	21.83%	16.81%	16.81%

\* When Supra Telecom provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

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**RATES FOR INTERFACE TO OPERATIONAL SUPPORT SYSTEMS**

BellSouth has developed and made available the following mechanized systems by which Supra Telecom may submit LSRs electronically.

LENS            Local Exchange Navigation System  
EDI              Electronic Data Interface  
EDI-PC            Electronic Data Interface – Personal Computer  
TAG              Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an electronic interface ordering charge as specified in the Table below. Such charges will not be refunded if the order is canceled. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON"). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

INTERFACE RATES	<u>Electronic</u> Per LSR received from Supra Telecom by one of the interactive electronic interfaces	<u>Manual</u> Per LSR received from Supra Telecom by means other than one of the interactive electronic interfaces
Electronic Interface LSR Charge	\$0.00 per LSR	\$0.00 per LSR
USOC	SOMEK	SOMAN

Note: In addition to the electronic interface charges, applicable discounted service order and related discounted charges apply per the tariff.

**DENIAL/RESTORAL ELECTRONIC INTERFACE CHARGE**

In the event Supra Telecom provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

Note: Supplements or clarifications to a previously billed LSR will not incur another electronic interface charge.

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**EXCLUSIONS AND LIMITATIONS  
ON SERVICES AVAILABLE FOR RESALE**

	Type of Service	FL	
		Resale ?	Discount ?
1	Grandfathered Services (Note 1)	Yes	Yes
2	Contract Service Arrangements	Yes	Yes
3	Promotions - > 90 Days (Note 2)	Yes	Yes
4	Promotions - < 90 Days (Note 2)	Yes	No
5	Lifeline/Link Up Services	Yes	Yes
6	911/E911 Services	Yes	Yes
7	N11 Services	Yes	Yes
8	AdWatch <sup>SM</sup> Svc (See Note 3)	Yes	No
9	MemoryCall <sup>®</sup> Service	Yes	No
10	Mobile Services [General Subscribers Services Tariff, Section A35]	Yes	No
11	Federal Subscriber Line Charges (also known as End User Common Line Charge)	Yes	No
12	Non-Recurring Charges	Yes	Yes
13	Customer Line Charge – Number Portability	Yes	No

**Applicable Notes:**

- 1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, **promotions** will be made available only to customers who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 AdWatch<sup>SM</sup> Service is tariffed as BellSouth<sup>®</sup> AIN Virtual Number Call Detail Service.

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**RATES FOR LINE CLASS CODE SELECTIVE ROUTING**

<b>Customized routing, per unique line class code, per request, per switch</b>	<b>USOC</b>	<b>NC</b>
NRC	USRCR	\$93.55
NRC – Incremental Charge – Manual Service Order		\$11.90

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**ATTACHMENT 2**

**NETWORK ELEMENTS AND COMBINATIONS**

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**EXHIBIT A - RATES**

**EXHIBIT B – UNE CALL FLOWS**

**EXHIBIT C – CALLING NAME DELIVERY (CNAM) DATABASE SERVICES**

## **NETWORK ELEMENTS AND COMBINATIONS**

### **1. INTRODUCTION**

- 1.1 This Attachment sets forth the Network Elements and Combinations that BellSouth agrees to offer to Supra Telecom in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the Network Elements and Combinations are described below in this Attachment 2. The prices for the Network Elements and Combinations are set forth in Exhibit A of this Attachment 2.
- 1.2 BellSouth shall offer unbundled network elements (UNEs) to Supra at the rates, terms and conditions set forth in this Agreement.
- 1.3 BellSouth agrees to provide to Supra Telecom access to and Supra Telecom agrees to utilize Network Elements and Combinations in accordance with effective rules and regulations of the FCC or Commission. The Parties further agree that should such rules and regulations become vacated or stayed, that the Parties shall conform this Attachment 2 accordingly.

### **2. NETWORK ELEMENTS AND COMBINATIONS**

- 2.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signalling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: local loops; network interface devices; subloops; switching capabilities; interoffice transmission facilities; operations support systems functions; signalling networks; access to call-related databases; and service management systems, as set forth in this Attachment 2. BellSouth shall offer operator services and directory assistance pursuant to the rates, terms and conditions contained within this Attachment.
- 2.2 BellSouth shall provide to Supra Telecom for the provision of a telecommunications service, non-discriminatory access to Network Elements at any technically feasible point on terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of the Agreement.
- 2.3 BellSouth shall offer each UNE individually and in the combinations specifically described in this Attachment.

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- 2.4 BellSouth will permit Supra Telecom to interconnect Supra Telecom's facilities or facilities provided to Supra Telecom by an ILEC or by third parties with each of BellSouth's Network Elements at any point designated by Supra Telecom that is technically feasible. Any request by Supra Telecom to interconnect at a point not previously established (i) in accordance with the terms of the Agreement or (ii) under any arrangement BellSouth may have with another telecommunications carrier, shall be subject to the process set forth in Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.5 BellSouth will provide Network Elements and Combinations to Supra Telecom via a standard interface that allows the Network Elements and Combinations to operate within the appropriate technical specification unless another technically feasible interface is agreed to by the Parties. Supra Telecom, at its option, may designate other interfaces using the process set forth in Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.6 When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge), as referenced in Attachment 1, Section 3.25, to this Agreement. Supra may bill its end users Supra's end user common line charges.
- 2.7 Supra Telecom may use UNEs provided hereunder to provide any features, functions, or service options that such UNEs are capable of providing, including those features, functions, or service options described in the technical references identified herein for such UNEs.
- 2.8 In addition to Combinations furnished by BellSouth to Supra Telecom hereunder, BellSouth shall permit Supra Telecom to combine any Network Element or Network Elements provided by BellSouth with another Network Element, other Network Elements or Access Services obtained from BellSouth or with compatible network components provided by Supra Telecom or provided by third parties to Supra Telecom to provide telecommunications services to Supra Telecom, its affiliates and to Supra Telecom end users.
- 2.9 Except upon request by Supra Telecom, BellSouth shall not separate requested Network Elements that BellSouth currently combines. Notwithstanding anything to the contrary in this Agreement, BellSouth shall, for a reasonable cost-based fee, combine Network Elements upon request by Supra, even if such Network Elements are not ordinarily combined in BellSouth's network, when the following conditions are met: (1) Supra is unable to combine the Network Elements itself; (2) the requested combination does not place BellSouth at a disadvantage in operating its own network; and (3) the

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requested combination will not place competing carriers at a disadvantage.

- 2.9.1 For the purposes of this Agreement, Network Elements shall be deemed to be currently combined in BellSouth's network when such elements are in fact combined by BellSouth to provide service to a particular end user at a particular location. BellSouth will make available new, not Currently Combined EELs, combinations of Loops and transport Network Elements, in density zone 1 of the Miami, Orlando, and Ft. Lauderdale, FL, MSAs at the rates set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- 2.9.2 Currently Combined Combinations of Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Network Element Platform or UNE-P and the combination of Loops and Dedicated Transport. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Attachment 2 of this Agreement. For Currently Combined Combinations of Network Elements, BellSouth will use its best efforts to ensure that Supra Telecom's ability to provide services will not be disconnected, interrupted, or otherwise modified in order to migrate to Supra Telecom.
- 2.9.3 At Supra Telecom's request, BellSouth shall provide Existing Combinations of Currently Combined Network Elements to Supra Telecom. Currently Combined Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Port/Loop or UNE-P and the combination of Loops and Dedicated Transport or Enhanced Extended Links. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Exhibit A of this Agreement. Currently Combined Network Elements, BellSouth will use its best efforts to ensure that any conversion and associated translations requirements shall be performed so as to limit service outages Supra Telecom's end users may experience. BellSouth shall provide Combinations of Network Elements that are not Currently Combined but that are ordinarily combined in BellSouth's network at the market rates in Exhibit A.
- 2.10 BellSouth shall permit Supra Telecom to connect Supra Telecom's facilities with each of BellSouth's UNEs at any technically feasible demarcation point, and BellSouth shall provide Supra Telecom access to the Supra Telecom side of such demarcation point.

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- 2.10.1 For each UNE, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which Supra Telecom agrees is suitable. However, where BellSouth provides Combinations of UNEs to Supra Telecom, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined UNEs.
- 2.11 The nonrecurring rates set forth in Exhibit A of this Attachment 2 are for Currently Combined Network Elements.
- 2.12 Attachment 2 of this Agreement describes the Network Elements that Supra Telecom and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify Supra Telecom of the existence of and the technical characteristics of the new or revised Network Element. Upon Supra Telecom's identification of a new or revised Network Element, it shall make a request pursuant to Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.13 When Supra orders or uses BellSouth unbundled Network Elements pursuant to Attachment 2 of this Agreement, those elements ordered or used shall be considered part of Supra's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section. Where Supra utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to a Supra end user, Supra shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, Supra shall not charge reciprocal compensation to BellSouth for termination of BellSouth originated Local Traffic in instances where Supra utilizes BellSouth's unbundled switching and where BellSouth does not bill Supra for the terminating usage on that unbundled switching. In the event that (1) any FCC or State Commission order changes the rates for reciprocal compensation and/or end office switching as set forth in this Agreement, and (2) either Party requests to amend this Agreement to implement such new rate or rates, and (3) such amendment will result in the rates for end office switching and reciprocal compensation not being equal, then either Party may request to negotiate an amendment to this Section. Call flows applicable to this Section are call flows 9, 10, 11 and 12 as set forth in Exhibit B of Attachment 2 of this Agreement.

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- 2.14 Unbundled Network Elements combinations shall include: 1) Enhanced Extended Links (EELs); 2) UNE loops/special access combinations; 3) Loop/Port combinations; and 4) transport combinations.
- 2.14.1 Enhanced Extended Links (EELs)
- 2.14.2 Where facilities permit and where necessary to comply with an effective FCC and/or Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 2.14.3 below.
- 2.14.3 Subject to the terms of Section 2.14.4 below, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL"). BellSouth will provide access to the EEL in the combinations set forth in Section 2.14.5 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to Supra Telecom's collocation space, or to Supra Telecom's designated Supra Telecom network location within the LATA, where facilities exist, provided that the entire circuit meets the criteria described in subsections 2.15.1 through 2.15.4 below. When ordering EEL combinations, Supra Telecom shall provide to BellSouth a letter certifying that Supra Telecom will provide a significant amount of a local exchange service over the requested combination, as described in Section 2.15.1 below, and shall indicate under what local usage option Supra Telecom seeks to qualify. Supra Telecom shall be deemed to be providing a significant amount of local exchange service over the requested combination if one of the options listed in subsections 2.15.1 through 2.15.4 is met.
- 2.14.4 BellSouth shall make available to Supra Telecom those EEL combinations described in Section 2.14.5 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to Supra Telecom in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Miami, FL; Orlando, FL; and Ft. Lauderdale, FL MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to Supra Telecom only to the extent such network elements are Currently Combined.
- 2.14.5 EEL Combinations
- 2.14.5.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 2.14.5.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

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- 2.14.5.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 2.14.5.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 2.14.5.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 2.14.5.6 DS1 Interoffice Channel + DS1 Local Loop
- 2.14.5.7 DS3 Interoffice Channel + DS3 Local Loop
- 2.14.5.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 2.14.5.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 2.14.5.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 2.14.5.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 2.14.5.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
- 2.14.5.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 2.14.5.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 2.15 Special Access Service Conversions
- 2.15.1 Supra Telecom may not convert special access services to combinations of loop and transport network elements, whether or not Supra Telecom self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Supra Telecom uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Supra Telecom requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Supra Telecom shall provide to BellSouth a written letter, pursuant to the notices requirement as set forth in Section 17 of the General Terms and Conditions, certifying that Supra Telecom is providing a significant amount of local exchange service (as described in this section) over such combinations. The certification letter shall indicate under what local usage option Supra Telecom seeks to qualify for conversion of special access circuits. Supra Telecom shall be automatically deemed to be providing a significant amount of local exchange service over such combinations if it certifies that they are meeting one of the following options set forth in Sections 2.15.1.1, 2.15.1.2, and 2.15.1.3 below.

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- 2.15.1.1 Supra Telecom certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Supra Telecom is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Supra can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100% interstate access traffic; or
- 2.15.1.2 Supra Telecom certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50% of the activated channels on the loop portion of the loop-transport combination have at least 5% local voice traffic individually, and the entire loop facility has at least 10% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Supra Telecom's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 2.15.1.3 The requesting carrier certifies that at least 50% of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50% of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Supra Telecom does not need to provide a defined portion of an end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 2.15.2 In addition, there may be extraordinary circumstances where Supra Telecom is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth above. In such case, Supra Telecom may petition the FCC for a waiver of the local usage options set forth herein. If a waiver is granted, then upon Supra Telecom's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

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- 2.15.3 BellSouth may, at its sole expense, audit Supra Telecom records in order to determine Supra Telecom's compliance with the local usage options set forth above. All audits shall be conducted by a third party independent auditor, and Supra Telecom and the FCC shall be given thirty (30) days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find non-compliance with the significant amount of local exchange service requirement. In the event of non-compliance, Supra Telecom shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Supra Telecom is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport Network Elements to special access services and may seek appropriate retroactive reimbursement from Supra Telecom.
- 2.15.4 The Parties further acknowledge that on a going forward basis, Supra Telecom may purchase additional special access service under BellSouth's applicable tariffs and convert such special access circuits to EELs, pursuant to terms of this Agreement, subject to such circuits meeting the local usage options set forth in this Section 2.15.
- 2.15.5 When an existing special access circuit employed by Supra is converted to Network Elements and/or Combination, BellSouth shall not disconnect and re-connect the elements. When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 2.15.6 Conversion of Service As Is
- 2.15.6.1 Supra may request conversion of existing retail services to non-switched combinations of unbundled network elements by submitting an LSR or a conversion spreadsheet, provided by BellSouth, to the LCSC for record changes. For the conversion of retail services to switched combinations, Supra Telecom may request such conversions on a single LSR for all services billed under the same Account Telephone Number or master billing account. Supra may consolidate onto a single LSR, up to four end user accounts to a single Account Telephone Number where the accounts are for the same end user and are the same type and end user location. BellSouth will project manage conversions of fifteen (15) or more lines.
- 2.16 Port/Loop Combinations

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- 2.16.1 At Supra's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 2.16.5 below, that are Currently Combined in BellSouth's network except as specified in Sections 2.16.2 and 2.16.3 below.
- 2.16.2 BellSouth shall not be required to provide combinations of port and loop network elements on an unbundled basis or at cost-based basis in locations where, pursuant to Section 2.16.3 below, BellSouth is not required to provide circuit switching as an unbundled network element.
- 2.16.3 BellSouth shall not be required to provide circuit switching as an unbundled network element or at cost-based rates, as set forth in Section 6.3.1.2, in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Miami, FL; Orlando, FL and, Ft. Lauderdale, FL MSAs to Supra if Supra's 4th or more DSO equivalent lines to an end user's physical location.
- 2.16.4 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
- 2.16.4.1 BellSouth shall provide to Supra combinations of port and loop network elements to Supra on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 2.16.3 above. The rates for such combinations shall be the cost based rates set forth in Exhibit A of this Attachment.
- 2.16.4.2 Notwithstanding section 2.16.2 above, in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 2.16.2 and 2.16.3, BellSouth shall provide to Supra combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for such combinations are the market based rates as set forth in Exhibit A of this Agreement.
- 2.16.4.3 Intercarrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows set forth in Exhibit B of this Attachment.
- 2.16.5 Combination Offerings
- 2.16.5.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

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- 2.16.5.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.6 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.7 4 wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.16.6 BellSouth shall implement a Single "C" (Change) Order Process for provisioning UNE-P conversions.
- 2.16.7 Where a BellSouth voice customer who is subscribing to BellSouth FastAccess Internet service converts its voice service to Supra utilizing a UNE-P line, BellSouth will continue to provide Fast Access service to that end user.
- 2.17 Standards for Network Elements
  - 2.17.1.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements

identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

- 2.17.1.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 2.17.1.3 The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to Supra Telecom shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself. Detailed performance standards and measurements for Network Elements are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.
- 2.17.1.4 Except as otherwise specified by law, BellSouth shall not impose any limitations, restrictions or requirements on requests for or use of Network Elements or Combinations that would impair the ability of Supra Telecom to offer a telecommunications service in the manner Supra Telecom intends, provided such use does not impede or impair the use of BellSouth's network by BellSouth or any other telecommunications carrier utilizing said network.

### **3. LOCAL LOOPS**

#### **3.1 Definition**

- 3.1.1 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop Demarcation Point at an end user's premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of such transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

- 3.2 The provisioning of service to Supra Telecom 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 Collocation Space. These cross-connects are not considered part of the loop. The purchase of such cross-connects shall be pursuant to Attachment 4, incorporated herein by this reference. Loop rates specified in this Agreement shall not be reduced when the loop is provided to Supra using Digitally Added Main Line (DAML) equipment; however, in the

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event BellSouth wishes to add DAML equipment to an existing Supra UNE loop that may adversely affect the end user, BellSouth shall provide Supra Telecom with prior notification and must obtain Supra Telecom's authorization.

- 3.3 Line Conditioning. The rates for line conditioning shall be as set forth in Exhibit A of this Attachment 2 incorporated herein by this reference. BellSouth shall condition lines required to be unbundled wherever Supra Telecom requests, whether or not BellSouth offers advanced services to the end user on that loop.
- 3.3.1 Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 3.3.2 In so far as it is technically feasible, BellSouth shall test and report trouble for all the features, functions and capabilities of conditioned lines, and may not restrict testing to voice-transmission only.
- 3.4 As a chargeable option on all loops except unbundled copper loop ("UCL"), BellSouth will offer Order Coordination Time Specific ("OC-TS"). This will allow Supra Telecom the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per appropriate local service request basis.
- 3.5 BellSouth will offer unbundled voice-grade loops ("UVL") Service Level Two ("SL2").
- 3.5.1 SL2 loops shall have test points, will be designed with a design layout record ("DLR") provided to Supra Telecom, and will be provided with order coordination ("OC"). The OC feature will allow Supra Telecom to coordinate the installation of the loop with the disconnect of an existing end user's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 3.5.2 Supra Telecom will be responsible for isolating troubles on SL2 loops. Once Supra Telecom has isolated a trouble to the BellSouth provided loop, Supra Telecom will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.

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- 3.5.3 If Supra Telecom reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Supra Telecom for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.
- 3.6 BellSouth will also offer unbundled digital loops ("UDL"). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
- 3.6.1 Supra Telecom will be responsible for isolating troubles on UDL. Once Supra Telecom has isolated a trouble to the BellSouth provided loop, Supra Telecom will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.
- 3.6.2 If Supra Telecom reports a trouble on a UDL and no trouble actually exists, BellSouth will charge Supra Telecom for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.
- 3.7 In addition to the UVLs and UDLs, BellSouth shall make available an UCL. The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - short and long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when Supra Telecom wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.
- 3.7.1 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC-TS will not be offered on UCLs.
- 3.7.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. Supra Telecom may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Supra Telecom's choosing. Supra Telecom will determine the type of service that will be provided over the loop.
- 3.7.3 Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, Supra Telecom agrees that BellSouth's UCL loop will not be held to the

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service level and performance expectations that will apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL.

- 3.7.4 The UCL shall be provided to Supra Telecom in accordance with BellSouth's Technical Reference 73600.
- 3.8 Provisioning and Coordinated Cutovers
  - 3.8.1 Section 3.8 contains the initial coordination procedures that the Parties agree to follow when Supra Telecom orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which Supra Telecom will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained, and they further agree to implement the improvement procedure provided in Section 3.8.4 below.
    - 3.8.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.
    - 3.8.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by Supra Telecom utilizing a SL2 local loop (as that term is defined in Section 3.5 below) provided by BellSouth to Supra Telecom with SPNP or PNP (as these two acronyms are defined in Attachment 5, incorporated herein by this reference).
    - 3.8.1.3 Supra Telecom shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation ("FOC") (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).
  - 3.8.2 Ordering
    - 3.8.2.1 Supra Telecom shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request ("LSR") using BellSouth's ordering interfaces described in Attachment 7 to this Agreement, incorporated herein by this reference. Supra Telecom may specify a Due Date or Frame Due Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. Supra Telecom shall specify whether its service order is to be provisioned by BellSouth as either: (a) Order Coordination ("OC"); or (b) Order

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Coordination—Time Specific (“OC-TS”). OC shall mean the type of service order used by Supra Telecom to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 3.8.2.3 below, at any time during that day, referred to in this Section as the “Due Date.” OC-TS shall mean the type of service order used by Supra Telecom to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 3.8.2.3 below and at the particular time specified on the FOC, referred to in this Section as the “Frame Due Time.” Supra Telecom shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. Supra Telecom will be billed and will pay overtime for conversions requested and occurring outside of BellSouth’s normal hours of operation as defined in Section 3.8.2.2 below.

- 3.8.2.1.1 Until such time as BellSouth’s systems can deliver the requested frame due time on the FOC as set forth above, Supra Telecom shall rely on the time requested on the LSR.
- 3.8.2.2 For purposes of this Section, BellSouth’s normal hours of operation for personnel performing physical wire work are defined as follows:
  - 3.8.2.2.1 Monday – Friday: 8:00 a.m. –5 :00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)
  - 3.8.2.2.2 Saturday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)
  - 3.8.2.2.3 The above hours are defined as the time of day where the work is being performed.
  - 3.8.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth in Attachment 7 and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing Supra Telecom support will be equal to the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.
  - 3.8.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to Supra Telecom may work shifts outside of BellSouth’s regular working hours as defined in Section 3.8.2.2 above (e.g., the employee’s shift ends at 7:00 p.m. during daylight savings time). To the extent that Supra Telecom requests that work necessarily required in the provisioning of service to be performed outside BellSouth’s normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift

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such that BellSouth does not incur any additional costs in performing the work on behalf of Supra Telecom, BellSouth will not assess Supra Telecom additional charges beyond the rates and charges specified in this Agreement.

- 3.8.2.2.6 Supra Telecom will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, Supra Telecom will pay overtime charges subject to the provisions of Section 3.8.2.2.5 above, where Supra Telecom requests a time specific conversion which based on the completion intervals outlined in Section 3.8.3.6 requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section 3.8.2.2 above of this Attachment 2 as well as Attachment 7, incorporated herein by this reference.
- 3.8.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service order to determine whether it contains all the information necessary for BellSouth to process the service order. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by Supra Telecom for the current view of the LSR.
- 3.8.2.2.8 BellSouth shall provide Supra Telecom real-time, electronic access to its LFACS system in the pre-ordering phase via the pre-ordering, ordering interfaces as described in Attachment 7 to allow Supra Telecom (1) to access loop makeup in accordance with Attachment 2 incorporated herein by this reference and (2) to validate its connecting facility assignments (CFA) prior to the issuance of an LSR. Implementation of such shall be determined by the current Change Control Process Guidelines outlined in Attachment 7. However, BellSouth commits that the CFA LFACS feature will be included in release 10.0 unless an alternative release delivery is mutually agreed to by both parties.
- 3.8.2.2.9 If BellSouth does not deliver CFA LFACS access as outlined in Section 3.8.2.2.8 above, BellSouth will waive OCTS charges for any time specific conversions where a post FOC CFA conflict occurs until such time as BellSouth provides CFA LFACS access as outlined in Section 3.8.2.2.8 above. Upon facility assignment validation by Supra Telecom and upon receipt of Supra Telecom's LSR, BellSouth may issue clarifications to FOCs (Post-FOC Clarification) if BellSouth determines that a connecting facility assignment ("CFA") assigned on an Supra Telecom LSR is in conflict with BellSouth records.

- 3.8.2.2.10 Both parties agree that post FOC clarifications should not occur, provided Supra Telecom checks the status of the CFA utilizing the real-time preorder LFACS access, as referenced in Section 3.8.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its own CFA database and performing the required physical work. BellSouth and Supra Telecom will investigate and address adverse trends of post FOC clarifications via the process improvement mechanism outlined in Section 3.8.4 below.
- 3.8.2.2.11 BellSouth and Supra Telecom will work cooperatively to ensure data base integrity is achieved between Supra Telecom and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) Supra Telecom ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow Supra Telecom to identify and synchronize such data base; and (2) BellSouth will ensure that it processes Supra Telecom requests for cancellation of local service requests in a time frame that allows Supra Telecom to accurately maintain its CFA records. Until such time BellSouth provides LFACS access to Supra Telecom in accordance with Section 3.8.2.2.8 above, BellSouth agrees to continue processing disconnects to correct CFA data base discrepancies via a BellSouth provided spreadsheet. Once access to LFACS is provided to Supra Telecom, in accordance with Section 3.8.2.2.8 above, Supra Telecom agrees to submit individual LSRs to correct data base discrepancies and will discontinue using the spread sheet method unless the parties mutually agree otherwise.
- 3.8.2.2.12 BellSouth will provide Supra Telecom with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and Supra Telecom will work jointly to identify and resolve any discrepancies between BellSouth and Supra Telecom databases containing the CFA assignments.
- 3.8.2.3 Firm Order Commitment ("FOC")
- 3.8.2.3.1 Pursuant to Section 3.8.2.1 above, for purposes of this Section, a "Firm Order Commitment" or "FOC" is a notification from BellSouth to Supra Telecom that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth's committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages as set forth below and acts of God.

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- 3.8.2.3.2 For the initial LSR, BellSouth should not provide Supra Telecom with either a request for clarification or a reject message after BellSouth provides Supra Telecom a FOC, except as outlined in Section 3.8.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
- 3.8.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 3.8.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.
- 3.8.3 Provisioning
  - 3.8.3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's committed due date or OC-TS, as applicable, of providing service to Supra Telecom.
    - 3.8.3.1.1 Upon receipt of the FOC pursuant to Section 3.8.2.3.1, Supra Telecom shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.
    - 3.8.3.1.2 Excluding facility shortages, acts of God or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than three (3) business days from the original requested date.
    - 3.8.3.1.3 In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and incorporated herein by this reference and (b) Supra Telecom will not re-negotiate nor consider a change in due date and or due time as a re-negotiation; and (c) Supra Telecom will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OCTS charges and Supra Telecom will not be required to pay for OCTS where a missed appointment of OCTS has occurred as provided for in the service quality measurements of Attachment 9 and incorporated herein by this reference.

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- 3.8.3.1.4 Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, solely to Supra Telecom or Supra Telecom's end user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
- 3.8.3.2 Upon receipt of the FOC, Supra Telecom and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5, incorporated herein by this reference.
- 3.8.3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by sending an electronic notice to Supra Telecom, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.
- 3.8.3.2.1.1 Pending Facilities order status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.
- 3.8.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify Supra Telecom as soon as the order is placed in PF status in accordance with Section 3.8.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide Supra Telecom estimated service date ("ESD") information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within 5 business days from the date the PF condition occurs.
- 3.8.3.2.2 Supra Telecom shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number ("ImpCon") Field on the LSR that BellSouth shall commit to call and use for all notification to Supra Telecom. In addition, a Supra Telecom representative will answer and will respond within 5 minutes. Response as used in this section shall mean that the Supra Telecom agent is ready to receive and record information provided by BellSouth.
- 3.8.3.2.3 In the event BellSouth does not find dial tone on the Supra Telecom side when testing prior to the conversion date and time, and detects no

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trouble on the BellSouth side, BellSouth shall immediately notify Supra Telecom. Supra Telecom shall perform the appropriate internal tests and, if necessary, will dispatch a technician to its collocation site at the BellSouth Central Office. If the Supra Telecom technician finds no trouble on the Supra Telecom side when testing, Supra Telecom will notify BellSouth. Both Parties will work cooperatively, to isolate and clear the trouble and arrange, if necessary, a joint meeting of a BellSouth technician and a Supra Telecom technician at the last point of BellSouth's responsibility at the collocation site. Both Parties' technicians will meet at the collocation site to work cooperatively by jointly isolating the trouble, and repairing it. If either Party believes the trouble is not being resolved properly, either Party may escalate the matter for immediate resolution. BellSouth will continue to process the Service Order without requiring a supplemental order assuming that Supra Telecom will correct the problem prior to the cut date and time. If the problem is determined to be a BellSouth problem and the cut time has passed, BellSouth will waive non-recurring OC-TS charges pursuant to Section 3.8.3.1.3 above, and the Parties shall establish, by mutual consent, a new due time and or due date to be met through expedited processing.

- 3.8.3.2.4 Troubles referred to Supra Telecom as referenced in Section 3.8.3.2.3 above will be repaired by the Supra Telecom technician, if necessary. Unless Supra Telecom notifies BellSouth that the "No Dial tone" issue has not been resolved, BellSouth shall continue to process the Service Order without requiring a supplemental order. Supra Telecom agrees that BellSouth may rely on the lack of such notification to mean that Supra Telecom believes it can resolve the "No Dial tone" issue prior to Due Date or Due Time. Supra Telecom shall not be required to call BellSouth to communicate that the "No Dial Tone" issue has been resolved. If at the time of the cut, Supra Telecom dial tone is not detected on the BellSouth collocation pair and Supra Telecom and BellSouth agree that the problem is due to Supra Telecom and cannot be resolved within 15 minutes, Supra Telecom will be required to supplement the order, which will be submitted via the method utilized to submit the original LSR, and request a new due date and time. If Supra Telecom is unable to correct the repair within 15 minutes, Supra Telecom may request that BellSouth technicians standby until the condition is corrected by paying standby rates as provided for in FCC Tariff #1. If either Party believes that the process set forth herein is not satisfactorily implemented, the process improvement plan as described in Section 3.8.4.1 below will be applied
- 3.8.3.3 Supra Telecom will ensure that dial tone is delivered to the BellSouth collocation pair 48 hours prior to due date.

- 3.8.3.3.1 For OC-TS or OC conversions, BellSouth will verify the cutover time designated by Supra Telecom for OCTS or verify the due date for OC conversions 24-48 hours in advance via telephone to ensure that the conversion is to be completed as ordered. In addition, BellSouth shall provide the following information at the time of this call: dial tone and the ANI test results, Due Date, frame due time if the order is an OC-TS order, the number of lines and the cable and pair assignment. This telephone call at 24-48 hours in advance of cutover time notifying Supra Telecom with the above information stated in this Section, will be known as the "Concurrence Call." This verified information must be the same Due Date or OC-TS as sent back on the FOC unless the Parties jointly agree on or before this concurrence call on a new due date or OC-TS. Both parties will ensure OC-TS as identified in this section will commence within fifteen (15) minutes of the agreed time. BellSouth agrees to make the concurrence call at the same time or after the dial tone and ANAC test has been completed. In the unlikely event BellSouth does not complete the dial tone and ANAC test 24 hours prior to the due date, BellSouth will either confirm that the conversion will take place at the scheduled conversion time or advise Supra Telecom that it will not. If BellSouth advises Supra Telecom that it will not meet the scheduled conversion date or time, BellSouth will document a missed due date or missed time specific conversion in accordance with Section 3.8.3.1.3 above.
- 3.8.3.3.2 BellSouth will advise Supra Telecom, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to Supra Telecom as outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by Supra Telecom.
- 3.8.3.3.3 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.
- 3.8.3.4 Due Date Activities
- 3.8.3.4.1 The Unbundled Network Element Center ("UNEC") will coordinate with all internal groups within BellSouth to start the conversion at the scheduled conversion time. Once notified, the central office technician will verify Supra Telecom dial tone at the tied in jumper at the BellSouth cable pair and will perform an ANAC verification of the line at the BellSouth cable pair. If dial tone is verified and the line is verified to the correct number, the BellSouth central office technician will monitor the line and when idle, will remove the BellSouth jumper and terminate at the BellSouth main distribution frame ("MDF") the tied in jumper to the Supra Telecom collocation point. The BellSouth CO technician will then perform an ANAC verification of the line to verify

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Supra Telecom dial tone and ensure the correct number is delivered to the BellSouth cable pair.

3.8.3.5 Activities After Hot Cut

3.8.3.5.1 The UNEC will then advise Supra Telecom via telephone call for all coordinated conversions that the cut is complete, pursuant to Section 3.8.3.2.2 above, and allow Supra Telecom to accept or reject the service. BellSouth shall work cooperatively with Supra Telecom to correct any problems associated with the conversion of the service which might result in Supra Telecom's rejection of the service.

3.8.3.5.2 If BellSouth fails to contact Supra Telecom after the hot cut and in accordance with the Cut Complete Call stated in Sections 3.8.3.5.1 and 3.8.3.2.2 above (number stated in the "ImpCon" Field of the Supra Telecom LSR) BellSouth shall document the order as a "Missed Appointment" within BellSouth's internal systems pursuant to Section 3.8.3.1.3 above.

3.8.3.5.3 BellSouth will hold open the conversion orders within the following time frames after the call specified in Section 3.8.3.5.1 above has been made:

3.8.3.5.3.1 If the call is received by Supra Telecom prior to 5:00 p.m. on the conversion day, BellSouth will hold the order open until 6:00 p.m.;

3.8.3.5.3.2 If Supra Telecom requests the order be held open for a longer time, BellSouth will hold the requested order open until 12:00 noon the following business day;

3.8.3.5.3.3 If the call is received by Supra Telecom after 5:00 p.m. on the conversion day, BellSouth will hold the order open until 12:00 noon the following business day unless otherwise agreed to by the parties;

3.8.3.5.3.4 If BellSouth does not receive verbal acceptance by Supra Telecom pursuant to the above conditions, BellSouth will deem the conversion accepted by Supra Telecom.

3.8.3.5.4 BellSouth and Supra Telecom reserve the right to change its internal hot cut activities as business needs dictate. Any change to the hot cut procedures contained in this Attachment will be discussed by the parties and will be implemented subject to the provisions of the process improvement mechanism as set forth in Section 3.8.4 below.

3.8.3.6 Loop Cut-Over Timing

3.8.3.6.1 BellSouth shall complete the loop cut-over step and notify Supra Telecom of such completion in accordance with the section,

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commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion: 1-10 loops => 60 mins (1 hour); 11-30 loops => 120 mins. (2 hours) unless project managed; 31+ loops => Project Managed.

- 3.8.3.6.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement is incorporated herein by this reference.
- 3.8.3.6.3 Intervals for loops for a single end user on the same local service requests for loops greater than thirty (30) will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.
- 3.8.3.6.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 3.8.3.6.1 above and notify Supra Telecom of such completion in accordance with Section 3.8.3.5.1 above, Supra Telecom may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.
- 3.8.3.7 Completion Notice
  - 3.8.3.7.1 BellSouth shall send Supra Telecom completion notices when the LSRs are submitted electronically. If submitted manually, Supra Telecom may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.
- 3.8.4 Process Improvement
  - 3.8.4.1 Within seventy-five (75) calendar days of the Effective Date, or the first coordinated cutover between the Parties, the Parties agree to negotiate and adopt a process improvement method to be used throughout the term of this Agreement for amending and supplementing the initial procedures established in this Section. Such process shall be implemented by the Parties thirty (30) calendar days from the date such method is mutually developed. Both parties will work cooperatively to identify areas for improvement and, if applicable, develop and implement process changes resulting from such mutual cooperation. Such method will provide the procedures to be employed on an on-going basis by the Parties when one Party wishes to improve any of the initial provisions set out in this Section. Each improvement negotiated by the Parties must be documented in an Attachment to the initial procedures as mutually agreed by the Parties.

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- 3.8.4.2 In the event that the Parties are unable to enter into the improvement method contemplated in Section 3.8.4.1 above within ninety (90) days of the Execution Date, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement. Additionally, the Parties agree to seek such resolution on an expedited basis of any dispute involving a procedure that adversely impacts a customer.
- 3.8.5 New Loop Provisioning – “Loop Only”
  - 3.8.5.1 BellSouth will provision new loops at intervals outlined in the Products and Services Interval Guide.
  - 3.8.5.2 BellSouth will perform pre-service testing to ensure Supra Telecom dial tone and telephone number is delivered to the BellSouth loop.
  - 3.8.5.3 If Supra Telecom dial tone is not detected during pre-service testing, BellSouth will notify Supra Telecom and will continue with the provisioning process assuming that Supra Telecom will correct the problem prior to the due date.
  - 3.8.5.4 Supra Telecom will deliver dial tone and telephone number to the Supra Telecom collocation point forty-eight (48) hours prior to the due date.
  - 3.8.5.5 BellSouth and Supra Telecom will notify either party if the due date cannot be met for any reason.
  - 3.8.5.6 Cooperative testing, trouble resolution, completion notification and acceptance testing as provided for in Ordering and Provisioning of Hot Cuts will apply, and is incorporated herein by this reference.
  - 3.8.5.7 BellSouth will deliver to the ordered location at the end users premises, loops as outlined in TR 73600, or in the applicable industry standard.
  - 3.8.5.8 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by Supra Telecom to the NID. Testing requested by Supra Telecom to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by Supra Telecom and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this section.
- 3.9 Technical Requirements
  - 3.9.1 BellSouth shall offer Loops capable of providing the following:

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- 3.9.1.1 2-wire analog voice grade Loop provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals and using either Loop-start or ground start signaling;
- 3.9.1.2 4-wire analog voice grade Loop provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: Loop-start, ground-start, Loop-reverse-battery, duplex;
- 3.9.1.3 2-wire ISDN digital grade Loop provides a channel with 2-wire interfaces at each end that is suitable for the transport of 144 kbps digital services using the ISDN 2B1Q line code;
- 3.9.1.4 Supra Telecom will be responsible for providing BellSouth with a Service Profile Identifier ("SPID") associated with a particular ISDN-cable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service;
- 3.9.1.5 ADSL-capable Loop – an ADSL-capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An ADSL-capable Loop provided by BellSouth is designed to RRD guidelines and is expected to support ADSL service;
- 3.9.1.6 HDSL-capable Loop – an HDSL-capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An HDLS-capable Loop provided by BellSouth is designed to CSA guidelines and is expected to support HDSL service;
- 3.9.1.7 4-wire DS-1 Loop provides a channel with 4-wire interfaces at each end. Each 4-wire channel may be equipped with DS-1 Loop repeaters suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code ; and
- 3.9.1.8 UCL is a dry copper Loop, not intended to support any particular telecommunications service. UCL Loops are offered pursuant to Section 3.7 of this Attachment 2. The UCL is available with a no signaling option.
- 3.9.2 The following provisions shall apply until the Parties negotiate a line sharing arrangement pursuant to the effective rules and regulations of

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the FCC. At such time, the Parties will amend these provisions to reflect their agreement.

- 3.9.2.1 In cases in which Supra Telecom has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.
- 3.9.2.2 Supra Telecom, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to Supra Telecom's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. Supra Telecom will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.
- 3.9.2.3 In addition, Supra Telecom recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that Supra Telecom has placed on the loop. If this occurs, BellSouth will work cooperatively with Supra Telecom to restore the circuit to its previous modified status as quickly as possible. Supra Telecom will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.
- 3.10 Integrated Digital Loop Carriers
- 3.10.1 If Supra Telecom requests one or more loops served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) move Supra Telecom's end user to a loop suitable for xDSL service or (2) allow Supra Telecom to collocate its DSLAM equipment in the same RT housing where BellSouth's DSLAM equipment is located. If BellSouth cannot accommodate collocation at a particular RT where a BellSouth DSLAM is located, BellSouth will unbundle its packet switching functionality in accordance with Section 6.10. These alternative arrangements will be used where available to permit Supra Telecom to order a Loop and to provide Supra Telecom with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible.
4. **NETWORK INTERFACE DEVICE ("NID")**

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- 4.1 Definition. The NID is defined as any means of interconnection of end user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the end user's premises. The NID features two independent chambers or divisions that separate the service provider's network from the on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.
- 4.2 BellSouth shall permit Supra Telecom to connect Supra Telecom's loop facilities to on-premises wiring through BellSouth's NID or at any other technically feasible point.
- 4.3 **Access to Network Interface Device**
- 4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), Supra Telecom may access the subscriber's inside wire by any of the following means:
- 4.3.1.1 BellSouth shall allow Supra Telecom to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise.
- 4.3.1.2 Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 4.3.1.3 Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., Supra Telecom, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 4.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors except where the Commission has authorized such removal or disconnection. Where the Commission has authorized such action, the Party removing or disconnecting the other Party's loop shall do so after

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providing notice to the other Party. Further, it shall be the responsibility of the Party disconnecting or removing the loop to properly ground the loop; to maintain the NID and to assume full liability for its actions and any adverse consequences that may occur as a result of the loop being disconnected and removed or as a result of assuming maintenance responsibilities for the NID.

- 4.3.3 In no case shall either Party remove or disconnect ground wires from the other Party's NID, enclosures, or protectors.
- 4.3.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.
- 4.3.5 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with Supra Telecom to develop specific procedures to establish the most effective means of implementing this section.
- 4.3.6 **Technical Requirements**
  - 4.3.6.1 The NID shall provide an accessible point of interconnection for the on-premise wiring, for BellSouth's facilities, for the Subloop Distribution and/or cross connect to Supra Telecom 's NID, and shall maintain a connection to ground.
  - 4.3.6.2 The NID shall be capable of transferring electrical analog or digital signals between the on-premise wiring and the Subloop Distribution and/or cross connect to Supra Telecom 's NID, consistent with the NID's function at the Effective Date of this Agreement.
  - 4.3.6.3 Where a BellSouth NID exists, it is provided in its "as is" condition. Supra Telecom may request BellSouth do additional work to the NID at the time and materials charges set forth in the appropriate BellSouth Tariff.
  - 4.3.6.4 When Supra Telecom deploys its own local loops with respect to multiple-line termination devices, Supra Telecom shall specify the quantity of NID connections it requires within such device.

## **5. SUBLOOPS**

### **5.1 Definitions**

- 5.1.1 **Subloop.** The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within.

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Such points may include, but are not limited to, the pole or pedestal, the network interface device, ("NID") the minimum point of entry, ("MPOE") the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface ("FDI").

- 5.1.2 Inside Wire. Inside wire is defined as all loop plant owned by BellSouth on end user customer premises as far as the point of demarcation as defined in 47 C.F.R § 68.3, including the loop plant near the end user customer premises. Supra Telecom may access the inside wire subloop at any technically feasible point including, but not limited to, the NID, the MPOE, the single point of interconnection, the pedestal, or the pole.
- 5.1.3 Subloop elements include, but are not limited to, the following: Distribution, including inside wire; Concentration Multiplexing Functionality; and Feeder.
- 5.2 **Subloop Distribution**
- 5.2.1 Definition
- 5.2.1.1 Subloop Distribution is that portion of the loop between an accessible terminal on the end user side of an FDI, and the end user's point of demarcation. An accessible terminal is a point on the loop where the sub-loop can be accessed without removing a splice case. Subloop Distribution can be accessed at any technically feasible point, including but not limited to, a pole or pedestal, a Network Interface Device ("NID"), a minimum point of entry ("MPOE"), or single point of interconnection ("SPOI") on a multi-unit premises which is constructed by BellSouth pursuant to Section 5.2.3 below. Subloop Distribution will be provisioned as 2-wire or 4-wire circuits up to and including the end user's demarcation point.
- 5.2.1.2 Subloop Distribution will be copper twisted pair.
- 5.2.1.3 If Supra Telecom requests a copper twisted distribution pair and it is not available, Supra Telecom may use the Special Construction process to determine the cost of providing the copper facilities.
- 5.2.2 Requirements for Subloop Distribution
- 5.2.2.1 Subloop distribution shall be capable of carrying all signaling messages or tones that are technically feasible for media copper facilities.
- 5.2.2.2 BellSouth will provision, test, and maintain subloop distribution as set forth in Attachment 7 of this Agreement, incorporated herein by this reference

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- 5.2.2.3 BellSouth shall offer Subloop Distribution in accordance with this Section 5.2.
- 5.2.2.4 Upon request, BellSouth shall provide line conditioning for Subloop Distribution pursuant to Section 3.3 of this Attachment 2 and at the rates set forth in Exhibit A of this Attachment 2, all incorporated herein by this reference.
- 5.2.3 Single Unit & Multiunit Installation
- 5.2.3.1 In the case of BellSouth facilities serving a single unit installation (e.g., a single residence or single business location), Subloop Distribution consists of copper facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point in between.
- 5.2.3.2 In the case of BellSouth facilities serving multiple unit installations, e.g., apartments, condominiums, office buildings and office complexes, access to Sub-Loop Distribution shall be provided to Supra Telecom either by Unbundled Sub-Loop Distribution ("USL-D"), Unbundled Sub-Loop Intra-building Network Cable ("USL-INC") or Unbundled Network Terminating Wire ("UNTW") as requested by Supra Telecom, at the appropriate rate set forth in Exhibit A to this Attachment.
- 5.2.4 Unbundled Sub-loop – Distribution ("USL-D"). USL-D is the Subloop element which includes the facility from a cross-connect device in the field (i.e., terminal block or cross connect panel) on the end user side of a Feeder Distribution Interface ("FDI"), or any other interconnection point in between these points, to the end user's point of demarcation.
- 5.2.4.1 Where Supra Telecom has requested access to the USL-D, BellSouth will determine if is technically feasible to place the required facilities. If existing capacity is sufficient to meet Supra Telecom's request, BellSouth will perform the set-up work to connect Supra Telecom's cable pairs within the cross-connect device. Supra Telecom will then deliver its feeder facility cable to the BellSouth cross-connect device in the field. Supra Telecom's cable will be connected, by a BellSouth technician, to a cross-connect panel within BellSouth's cross-connect device.
- 5.2.4.2 Once the set-up work has been completed, Supra Telecom may order the USL-D pairs by submitting a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). A BellSouth technician will then connect the ordered USL-D pairs to Supra Telecom's cable pairs within the BellSouth cross-connect device.

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- 5.2.4.3 If existing capacity is not sufficient to accommodate Supra Telecom 's request for USL-D, and work must be done to modify existing BellSouth facilities or add new facilities, Supra Telecom may use BellSouth's Special Construction ("SC") process to determine additional costs required to provision the USL-D. Supra Telecom will then have the option of paying the SC charges to modify the BellSouth facilities.
- 5.2.5 Unbundled Sub-Loop-Intrabuilding Network Cable ("USL-INC") (a.k.a. riser cable). USL-INC is the distribution facility inside a building or between buildings on the same premises (continuous property not separated by a public street or road) and is on BellSouth's side of the demarcation point. INCs are used to distribute network access facilities to equipment rooms (wiring closet), cross-connection or other distribution point on which connection is made with customer premises wiring. Sub-Loop-INC will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
- 5.2.5.1 Where Supra Telecom has requested access to the USL-INC, BellSouth will determine if is technically feasible to place the required facilities. If existing capacity and space is sufficient to meet Supra Telecom 's request, BellSouth will perform the set-up work. BellSouth will provide and install a cross-connect panel for the purpose of providing Supra Telecom access to the USL-INC pairs. The cross-connect panel will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for Supra Telecom 's use on this cross-connect panel. Supra Telecom will be responsible for connecting its facilities to the 25 pair cross-connect block(s).
- 5.2.5.2 Once the set-up work has been completed, Supra Telecom may order USL-INC pairs by submitting a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). A BellSouth technician will then connect the requested USL-INC pairs on the cross-connect block and Supra Telecom will have access to the requested USL-INC pairs to connect to its facilities.
- 5.2.6 Unbundled Network Terminating Wire ("UNTW"). UNTW is twisted-pair copper wire that extends from the BellSouth Garden Terminal or Wiring Closet at the point of termination of BellSouth's loop distribution facilities to the end-user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.
- 5.2.7 Requirements

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- 5.2.7.1 On a multi-unit premises where BellSouth owns the network terminating wire, and by request of Supra Telecom, BellSouth will construct an Access Terminal at each Garden Terminal or in a Wiring Closet location that is suitable for use by multiple carriers. In a Multi-Dwelling Unit ("MDU"), UNTW pairs at each Access Terminal location will be connected to the Access Terminals. Supra Telecom will be required to deliver and connect its central office facilities to this Access Terminal. Supra Telecom is responsible for obtaining the property owner's permission for BellSouth to install the Access Terminals. Supra Telecom may access any available pair on an Access Terminal unless BellSouth is using the pair to concurrently provide service. Prior to connecting Supra Telecom service on a pair previously used by BellSouth, Supra Telecom is responsible for ensuring the end-user is no longer using BellSouth service before it accesses the UNTW pairs.
- 5.2.7.2 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW if NTW is not available to provision the services of Supra Telecom.
- 5.2.7.3 BellSouth will only provide access to UNTW where BellSouth provides the wiring all the way to the end-user's premises.
- 5.2.7.4 The non-recurring and recurring charges for accessing the UNTW pairs set forth in Exhibit A to this Attachment shall apply at the time Supra Telecom activates the pairs. Once Supra Telecom has accessed a UNTW pair to serve its end user, Supra Telecom shall submit a Local Service Request ("LSR") form to BellSouth to report activation of that UNTW pair. Supra Telecom may submit a single LSR to report multiple pairs on the same Access Terminal.
- 5.2.7.5 Supra Telecom will be responsible for isolating and reporting UNTW repair problems to the UNE Center. Supra Telecom must tag the UNTW pair that requires repair for BellSouth. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge Supra Telecom for time spent on the dispatch and for time spent testing UNTW.
- 5.2.7.6 If Supra Telecom or a third party service provider has not activated at least one UNTW pair on an Access Terminal installed pursuant to Supra Telecom's request within six months of installation of the Access Terminal, BellSouth may bill Supra Telecom a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

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- 5.2.7.7 If BellSouth determines that Supra Telecom is accessing UNTW pairs without reporting such access to BellSouth, BellSouth may take the following action:
- 5.2.7.8 If Supra Telecom has issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, Supra Telecom will be billed for the usage of the pair back to the disconnect order date.
- 5.2.7.9 If Supra Telecom activated a UNTW pair on which BellSouth was not previously providing service, Supra Telecom will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request from BellSouth, Supra Telecom will provide copies of its billing records to substantiate such date. If Supra Telecom fails to provide such records, then BellSouth will bill back to Supra Telecom for the UNTW pairs, to the date of the Access Terminal installation.
- 5.2.8 **Single Point of Interconnection**
- 5.2.8.1 If a single point of interconnection ("SPOI") is not available and upon Request from Supra Telecom, BellSouth will install a SPOI at a multi-unit premises if it is technically feasible and where space allows. The SPOI should be suitable for use by multiple carriers. Supra Telecom, as the requesting party, must obtain the property owner's permission for BellSouth to install additional facilities on Supra Telecom's behalf.
- 5.2.8.2 This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to sub-loops at any technically feasible point.
- 5.2.9 Rates for installing a SPOI will be determined on an individual case basis.
- 5.3 **Subloop Concentration Multiplexing Functionality**
- 5.3.1 Where facilities permit, BellSouth will provide to Supra Telecom the ability to concentrate its subloops onto multiple DS1s back to the BellSouth central office.
- 5.3.2 **Definition**
- 5.3.2.1 The Subloop Concentration Multiplexing Functionality: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal

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