BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

MARCH 16, 2006

In re: Telepak Networks, Inc.'s Petition for Arbitration of Certain Terms and Conditions of a Proposed Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252 of the Communications Act of 1934	)))))	Docket No. 06-00072

PETITION FOR ARBITRATION

Telepak Networks, Inc. ("Telepak") files this petition pursuant to Section 252(b) of the federal Telecommunications Act (47 U.S.C. §252(b)) requesting that the Tennessee Regulatory Authority ("TRA" or "Authority") arbitrate unresolved issues between Telepak and BellSouth Telecommunications, Inc. ("BellSouth").

Parties

1. Telepak is a competitive local exchange carrier furnishing telecommunications services within Tennessee pursuant to a certificate of public convenience and necessity issued to Telepak by the Authority in Docket No. 00-00930. Telepak's address is Main Street, Meadville, Mississippi 39653. Telepak also maintains offices at Suite 1830, 125 South Congress Street, Jackson, Mississippi 39201.

2. BellSouth is an incumbent local exchange carrier furnishing telecommunications services within Tennessee. BellSouth's address is 675 West Peachtree Street, Suite 4300, Atlanta, Georgia 30375.

Jurisdiction

3. Under § 252(b)(1) of the Act, parties to a negotiation for interconnection services or unbundled elements within a particular state may petition the respective state regulatory commission for arbitration of "any open issues" when negotiations fail. Pursuant to the Act,

either party to the negotiation may seek arbitration during the period between the 135th day and the 160th day, inclusive, after the date upon which negotiations are requested. As explained below, this petition is timely filed.

Designated Contacts

4. Communications regarding this petition should be directed to:

Henry Walker, Esq.
Boult Cummings Conners Berry, PLC
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
(615) 252-2363 (telephone)
(615) 252-6363 (fax)

AND

Charles L. McBride, Jr.
Brunini, Grantham, Grower & Hewes, PLLC
1400 Trustmark Building
248 East Capitol Street
Jackson, Mississippi 39201
(601) 960-6891 (telephone)
(601) 960-6902 (fax)

Facts

5. Telepak and BellSouth are parties to an Interconnection Agreement, dated February 20, 2004 ("Current Interconnection Agreement"). See TRA Docket No. 04-00062. By its terms that agreement expired on December 31, 2005. However, the parties voluntarily agreed that the term of the Volume and Term Agreement, which is an amendment to the Current Interconnection Agreement would be extended until March 31, 2006 (See Exhibit A).

6. On June 29, 2005, pursuant to Section 252(a) of the Act and Section 2.2 of the Current Interconnection Agreement, Telepak formally requested the parties begin negotiation of a new interconnection agreement (Exhibit B). By agreement between the parties, the date upon which the "original" request for negotiation was received is now October 7, 2005. *See infra* paras. 12-

14. The arbitration window therefore opened on February 19, 2006 (135 days) and closes on March 16, 2006 (160 days).

7. Julie O'Kelley, BellSouth's Manager of Interconnection Services, responded to Telepak's Request on July 5, 2005 via email and also forwarded electronic versions of BellSouth's standard interconnection agreement, excluding Attachment 2 ("Proposed Interconnection Agreement") (Ex. C). Attachment 2 was forwarded to Telepak via email by Ms. O'Kelley on July 7, 2005 (Ex. D).

8. The Authority is now engaged in a generic "change-of-law" proceeding (Docket No. 04-00381) to address changes required to existing approved interconnection agreements ("ICAs") between BellSouth and various certificated competitive local exchange carriers ("CLECs"), including Telepak, as a result of decisions issued by the Federal Communications Commission ("FCC") and the reviewing court. The decisions include the FCC's *Triennial Review Order* ("TRO") issued August 21, 2003[1], the *United States Court of Appeals for the District of Columbia Circuit Decision* ("USTA II") issued March 2, 2004[2], the FCC's *Order Establishing Interim Rules* ("Interim Rules") issued August 20, 2004[3], and the FCC's *Triennial Review Remand Order* ("TRRO") issued on February 4, 2005.[4]

9. Many, and possibly all, of the outstanding issues between Telepak and BellSouth with regard to this arbitration proceeding will be resolved by the Authority's decisions in the change-of-law docket. It would be duplicative and an inefficient use of the TRA's resources to seek to

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1 *In the Matter of Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* 18 F.C.C.R. 16,978 (2003).

2 *United States Telecom Ass'n v. F.C.C*, 359 F.3d 554 (D.C. Cir. 2004).

3 *In the Matter of Unbundled Access to Network Elements*, 19 F.C.C.R. 16,783 (2004).

4 *In the Matter of Unbundled Access to Network Elements,* 20 F.C.C.R. 2533 (2005).

resolve the outstanding issues between Telepak and BellSouth before the Authority issues its final order in that docket.

10. Realizing that a large majority of the issues in this arbitration are likely to be resolved in the generic docket, Telepak, through counsel, requested an extension in which to file this arbitration to January 15, 2006. BellSouth agreed to this request. (See Exhibit E).

11. The parties subsequently agreed to extend the window in which to file this arbitration to February 9, 2006 (See Exhibit F), February 16, 2006 (See Exhibit G), March 10, 2006 (See Exhibit H), and then to March 16, 2006 (See Exhibit I).

12. Since the Authority has not yet made a final ruling in the generic docket, Telepak, on March 13, 2006, requested that BellSouth extend the arbitration window until March 31, 2006. Telepak's counsel also informed BellSouth that Telepak felt there were very few issues left, asked BellSouth for a response to Telepak's proposed amendments, and stated that the remaining issues could be resolved by March 31, 2006. (See Exhibit J).

13. In spite of the foregoing, BellSouth declined to extend the time for filing an arbitration with this Authority past March 16, 2006. (See also Exhibit J).

14. Section 2.4 of the Current Interconnection Agreement provides that if "the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) calendar days written notice to the other Party." In the event either party petitions the Authority to establish appropriate terms, conditions, and rates for a new interconnection agreement pursuant to 47 U.S.C. § 252, then the Current Interconnection Agreement remains in place until a new interconnection agreement is agreed to by the parties or established by the TRA.

15. Against this backdrop and to avoid the possible termination of the Current Interconnection Agreement, Telepak has no choice but to institute these proceedings. In doing so, Telepak initially requests that these proceedings be stayed pending the outcome of the Authority's change-of-law docket.

Issues for Arbitration

16. Telepak hereby adopts and incorporates by reference those issues submitted to the Authority in Docket No. 04-00381 by Competitive Carriers of the South, Inc. ("CompSouth"). The position of BellSouth on each issue in the change-of-law docket is set forth in BellSouth's testimony and briefs in that docket and is incorporated herein by reference. Telepak further adopts the testimony, exhibits, and arguments presented by CompSouth in Docket No. 04-00381. To the extent there may have been changes in applicable law since the filing of CompSouth's testimony, Telepak reserves the right to supplement CompSouth's presentation but does not propose to litigate those issues a second time.

17. The parties also disagree over the appropriate language and terms which implement the parties obligations pursuant to the TRO, USTA II, and the TRRO. This language would generally impact BellSouth's obligations to provide unbundled network elements and services pursuant to Attachment 2 of the Proposed Interconnection Agreement. These issues are also addressed by CompSouth in the change-of-law docket. To further describe these differences between the parties, Telepak attaches the marked draft of Attachment 2 to the Proposed Interconnection Agreement sent to BellSouth on March 6, 2006. (See Exhibit L). This Exhibit clearly shows the differences in the language proposed by BellSouth and that proposed by Telepak.

18. Telepak asks the Authority to resolve such other issues as the parties may identify at a later date. Due to the fact that Telepak has not, as of the date of this filing, received any

response from BellSouth regarding its proposed changes to Attachment 2 of the Proposed Interconnection Agreement, Telepak cannot accurately identify any such issues at this time but will supplement this petition promptly upon identification of such issues by BellSouth.

Request for Relief

WHEREFORE, having fully complied with the requirements of the Act and having fully demonstrated the legal and factual basis in support of its positions as outlined above, Telepak respectfully requests that the Authority open a docket in this manner and stay proceedings pending the Authority's ruling in the generic change-of-law proceeding, with the parties being allowed to plead as necessary following such ruling.

Respectfully submitted,
BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: _____

Henry Walker
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
(615) 252-2363

_____

Charles L. McBride, Jr.
Brunini, Grantham, Grower & Hewes, PLLC
1400 Trustmark Building
248 East Capitol Street
Jackson, Mississippi 39201
(601) 960-6891 (telephone)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing is being forwarded via U.S. mail, to:

Guy Hicks
BellSouth Telecommunications, Inc.
333 Commerce Street
Nashville, TN 37219

on this the 16th day of March, 2006.

Henry Walker

Ken Rogers

From: Wesley Goings [wgoings@telapex.com]
Sent: Friday, December 02, 2005 1:21 PM
To: Ken Rogers
Subject: [Fwd: Transition Period for Volume & Term]

-------- Original Message --------
Subject: Transition Period for Volume & Term
Date: Thu, 1 Dec 2005 16:04:37 -0600
From: Reid, Kim L <Kim.Reid@bellsouth.com>
To:<glogan@telepak.net>, <mddove@telepak.net>, "Wesley Goings" <wgoings@telapex.com>
CC: Carpri, Ross A <Ross.Carpri@bellsouth.com>, Cathey, Marcus B <Marcus.Cathey@bellsouth.com>, Cottingham, Valerie <Valerie.Cottingham@bellsouth.com>

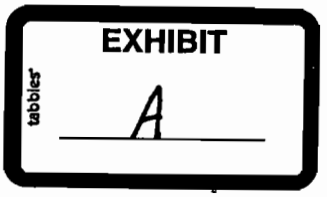
Gregg, Maybelle, and Wesley,

Thank you for your time and attention on today's conference call. As we discussed, Telepak's Amendment to the Interconnection Agreement which provides Volume & Term discounting is set to expire on December 31, 2005. This is to confirm that BellSouth agrees to provide this discount for a transition period of up to 90 days after expiration. Telepak and BellSouth will work together to actively pursue alternative rate plans and/or network solutions. This transition period will expire no later than March 31, 2006.

We look forward to working with your team to find the best option.

Kim Reid
Account Manager
(205) 321-4623
ipager: kimreid@imcingular.com

"We are what we repeatedly do. Excellence then, is not an act, but a habit." Aristotle



W. KEN ROGERS

E-mail krogers@brunini com
Direct 601 960 6876

1400 Trustmark Building
248 East Capitol Street
Jackson, Mississippi 39201
Telephone 601.948 3101

Post Office Drawer 119
Jackson, Mississippi 39205

Facsimile: 601.960.6902

ATTORNEYS AT LAW

June 29, 2005

BellSouth Telecommunications, Inc.
BellSouth Local Contract Manager
600 North 19th Street, 8th Floor
Birmingham, AL 35203

VIA FedEx

RE: Request for Negotiation of a New Interconnection Agreement

To Whom It May Concern:

Pursuant to the terms of Section 2.2 of the General Terms and Conditions of the Interconnection Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Telepak Networks, Inc. ("Networks") (hereinafter, the "Agreement"), the parties are to commence negotiation of a new Interconnection Agreement no later than 180 days prior to the expiration of the Agreement. Since the Agreement expires on December 31, 2005, please consider this Networks' formal request to commence negotiations of a new Interconnection Agreement. To facilitate the negotiations between BellSouth and Networks, I would appreciate it if you would forward me an electronic version (preferably in Word) of BellSouth's current proposed form of Competitive Local Exchange Carrier Interconnection Agreement as soon as possible to the email address set forth above.

Pursuant to the terms of Section 2.3 of the General Terms and Conditions of the Agreement, either party may petition the Commission (as defined in the Agreement) if the parties have not reached a new Interconnection Agreement within 135 days of commencing negotiation in accordance with 47 U.S.C. § 252. For purposes of the arbitration window set forth in the Agreement, the date of commencing negotiations will be upon delivery of this overnight request, or June 30, 2005, and the arbitration window will open 135 days later on November 11, 2005. The arbitration window will close 160 days after commencing negotiations on December 6, 2005.

If you have any questions, please feel free to call me at the number listed above.

Sincerely,

Brunini, Grantham, Grower & Hewes, PLLC

Ken Rogers

W. Ken Rogers

EXHIBIT

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WKR/jl
cc: ICS Attorney (BellSouth)
Julie O'Kelley
Wesley Goings
Carson Hughes
Charles M. McBride, Jr., Esq.
Brian Ray (MPSC)

Ken Rogers

From: O'Kelley, Julie [Julie.OKelley@bellsouth.com]
Sent: Tuesday, July 05, 2005 1:11 PM
To: Ken Rogers
Cc: wgoings@telepak.net
Subject: Telepak Networks' request to commence renegotations
Importance: High

Mr. Rogers,

I am in receipt of your letter dated June 29, 2005 indicating Telepak Networks' formal request to commence negotiations of a new Interconnection Agreement.

Please find attached in word format, BellSouth's current standard interconnection agreement, less and except Attachment 2 and the associated Attachment 2 rates for Unbundled Network Elements. Attachment 2 will be sent to you under a separate email, as it is currently being updated for language clarification.

I look forward to working with you and Wesley on the renegotiation.

Julie O'Kelley
404.927.7555

<<Attachment1-Resale.doc>> <<Att1-ResaleDiscounts&Rates.xls>> <<Att3-NetworkInterconnection.doc>> <<Att3-NetworkInterconnectionRates.xls>> <<Att4-Collocation-CentralOffice.doc>> <<Att4-Collocation-RemoteSite.doc>> <<Att4-CollocationRates.xls>> <<Att5-AccesstoNumbersandNumberPortability.doc>> <<Att6-Ordering.doc>> <<Att7-Billing.doc>> <<Att8-RightsofWay.doc>> <<Att9-PerfMeasIntro.doc>> <<Att9-PerformanceMeasurements.doc>> <<Att10-DisasterRecoveryPlan.doc>> <<Att11-BFRandNBRProcess.doc>> <<ATT7-CMDSODUF&ADUFRates.xls>>

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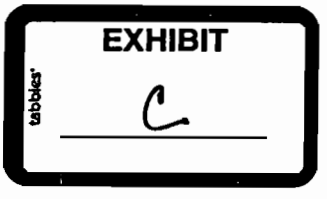

Ken Rogers

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Julie O'Kelley
404.927.7555

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Ken Rogers

From: O'Kelley, Julie [Julie.OKelley@bellsouth.com]
Sent: Thursday, July 07, 2005 10:27 AM
To: Ken Rogers
Cc: wgoings@telepak.net
Subject: Attachment 2 language and rates for the renegotiation
Importance: High

Ken/Wesley:

Attached is BellSouth's latest Attachment 2 version of the BellSouth standard interconnection agreement.

<<Att2-NetworkElements&OtherServices.doc>> <<Att2-NetworkElementRatesExhA.xls>> <<Att2-NetworkElementRatesExhB.xls>>

Julie

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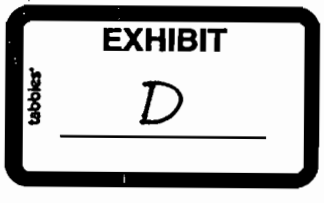


BRUNINI
BRUNINI, GRANTHAM, GROWER & HEWES, PLLC
ATTORNEYS AT LAW

W. KEN ROGERS

E-mail: krogers@brunini.com
Direct: 601.960.6876

1400 Trustmark Building
248 East Capitol Street
Jackson, Mississippi 39201
Telephone: 601.948.3101

Post Office Drawer 119
Jackson, Mississippi 39205

Facsimile: 601.960.6902

November 16, 2005

Julie O'Kelley
Manager, Interconnection Services
BellSouth Interconnection Services
675 West Peachtree Street, N.E.
34S91
Atlanta, GA 30375

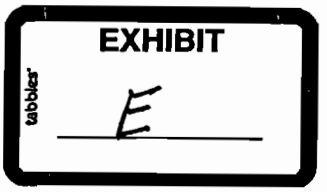
VIA FedEx

RE: Interconnection Agreement between Telepak Networks, Inc. ("Telepak Networks") and BellSouth Telecommunications, Inc. ("BellSouth")

Dear Julie:

My client, Telepak Networks, is in receipt of your letter dated October 28, 2005, wherein you state that as of that date one hundred and twenty (120) days of the one hundred and sixty (160) days in the negotiation window provided for in Section 252(b)(1) of the Communications Act of 1934, as amended, have elapsed. As you are aware the Mississippi Public Service Commission ("MPSC") conducted a hearing on October 26, 2005 in Docket No. 2005-UA-139 the MPSC's Generic Docket to Consider Change-of-Law to Existing Interconnection Agreements (the "MPSC Docket"). While we have studied BellSouth's proposed form of interconnection agreement, Telepak Networks has a number of issues with the proposed interconnection agreement, particularly Attachment 2 thereto. Telepak Networks has been an active participant in the MPSC Docket and it believes the vast majority of their issues will be addressed by the MPSC in the MPSC Docket.

To that end, on behalf of my client I would like to request that BellSouth agree to an extension of the arbitration window until January 15, 2006. If BellSouth agrees to such an extension this would mean the Section 251(b)(1) arbitration window opens on January 16, 2006 and closes twenty-five (25) days later on February 9, 2006. We believe that such an extension of time is in both parties best interests because it will allow the MPSC to rule in the MPSC Docket and further clarify the issues between Telepak Networks and BellSouth.



If BellSouth agrees to the extension of the Section 251(b)(5) arbitration window as set forth in this letter, please sign and date this letter where noted below and return it to me by November 30, 2005. Please feel free to contact me with any questions or concerns.

Sincerely,

Brunini, Grantham, Grower & Hewes, PLLC

W. Ken Rogers

Agreed to:

Julie O'Kelly, Manager, Interconnection Services
BellSouth Telecommunications, Inc.

Dated: November 22, 2005

WKR/jl
cc: Gregg Logan
Wesley Goings
Carson M. Hughes
Charles L. McBride, Jr.

BellSouth Interconnection Services
675 West Peachtree St., NE
34S91
Atlanta, GA 30375

Julie O'Kelley
404 927-7555
FAX: 404 529-7839

Sent Via Certified Mail and Email

January 5, 2006

Mr. Wesley Goings
Telepak Networks, Inc.
125 South Congress Street
Suite 1830
Jackson, Mississippi 39201

Dear Mr. Goings:

Pursuant to Section 2.2 of the existing Interconnection Agreement between Telepak Networks, Inc. ("Telepak Networks") and BellSouth Telecommunications, Inc. ("BellSouth") dated February 20, 2004, Telepak Networks notified BellSouth that it wished to commence negotiations of the Subsequent Agreement, as defined in the existing Interconnection Agreement. BellSouth forwarded to you an agreement to be used as the starting point for such negotiations.

We have an obligation under the Telecommunications Act to comply with the terms of the existing Interconnection Agreement between the parties, which specifies the process for negotiation of the Subsequent Agreement. As of December 31, 2005, one hundred twenty (120) days of the 160 day negotiation period have elapsed, leaving little time to negotiate new terms and conditions prior to the close of the arbitration window. The arbitration window pursuant to 47 USC Section 252 (b) opens on January 16, 2006 and close on February 9, 2006.

Sincerely,

Julie O'Kelley
Manager, Interconnection Services

cc: W. Ken Rogers, Esq.

EXHIBIT
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Ken Rogers wrote:

Julie,

Subject to Wesley's concurrence I can do 11 am CST or anytime thereafter for a conference call on the 7th.

If you do not agree to extend the window for a sufficient time, then we will file for arbitration to preserve our rights. Strikes me as odd you would not agree given the status of the MPSC proceedings, which are intended to resolve individual arbitrations, and the fact that I sent you mark ups of every portion of the Interconnection Agreement except Attachment 2 some time ago and I have yet to see anything back. Given that, Telepak Networks couldn't have moved forward if it wanted to.

Ken Rogers
Brunini, Grantham, Grower & Hewes, PLLC
248 E. Capitol, Suite 1400
Jackson, MS 39201
Tel: 601-960-6876
Fax: 601-960-6902
krogers@brunini.com

From: O'Kelley, Julie [mailto:Julie.OKelley@bellsouth.com]
Sent: Friday, February 03, 2006 4:07 PM
To: Ken Rogers; wgoings@telepak.net
Cc: Karno, Michael D
Subject: Telepak Networks negotiation
Importance: High

Ken,

I checked with my Director and we can't agree to a couple of months on the extension of the arbitration window.

I can propose that we extend the window for a week to February 16th.

I would like the opportunity to speak with you and Wesley regarding the proposed settlement agreement and amendment that I sent to you guys on January 31st.

Would Tuesday, February 7th from 10:30 am to 11:30 am est work for a conference call to discuss?

Thanks.

Julie

*****

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IRS Circular 230 Notice

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Ken Rogers

From: O'Kelley, Julie [Julie.OKelley@bellsouth.com]
Sent: Tuesday, February 07, 2006 2:46 PM
To: Ken Rogers; Wesley Goings; Karno, Michael D
Subject: RE: Telepak Networks negotiation
Importance: High

BellSouth agrees to a 2/16 extension of the arbitration window. Is the 1 pm est call on for tomorrow with you and Wesley?

-----Original Message-----
From: Ken Rogers [mailto:krogers@brunini.com]
Sent: Tuesday, February 07, 2006 3:18 PM
To: O'Kelley, Julie; Wesley Goings; Karno, Michael D
Subject: RE: Telepak Networks negotiation

Julie,

I reforwarded those emails to you earlier today. Please let me know by the end of business today whether BellSouth is going to extend the arbitration window to the 16th per your previous offer or not.

Thanks, Ken

From: O'Kelley, Julie [mailto:Julie.OKelley@bellsouth.com]
Sent: Tuesday, February 07, 2006 7:49 AM
To: Ken Rogers; Wesley Goings; Karno, Michael D
Subject: RE: Telepak Networks negotiation
Importance: High

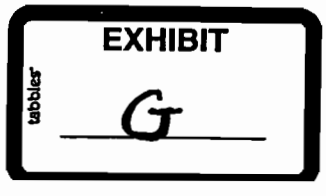
Ken, I haven't received any redlines for any of the attachments. When did you send them?

-----Original Message-----
From: Ken Rogers [mailto:krogers@brunini.com]
Sent: Friday, February 03, 2006 5:43 PM
To: Wesley Goings; O'Kelley, Julie; Karno, Michael D
Cc: wgoings@telepak.net
Subject: RE: Telepak Networks negotiation

I can make myself available at those times as well

From: Wesley Goings [mailto:wgoings@telapex.com]
Sent: Friday, February 03, 2006 4:36 PM
To: O'Kelley, Julie; Karno, Michael D
Cc: Ken Rogers; wgoings@telepak.net
Subject: Re: Telepak Networks negotiation

Julie- I can't do it Tuesday. Will anytime Wednesday, from 11:00 central on, work for you?



BELLSOUTH

BellSouth Interconnection Services
675 W. Peachtree St. NE
34S91
Atlanta, GA 30375

Julie O'Kelley
404-927-7555
Fax: 404-529-7839

Sent by E-Mail

February 9, 2006

Mr. Wesley Goings
Telepak Networks, Inc.
125 South Congress Street
Suite 1830
Jackson, Mississippi 39201

Dear Wesley:

Pursuant to our February 8, 2006 conference call discussion, this letter confirms that we have agreed that the interconnection agreement negotiations between BellSouth and Telepak Networks, Inc. commenced on October 2, 2005. Accordingly, the arbitration window pursuant to 47 USC Section 252 (b) opens February 13, 2006, and closes March 10, 2006.

Please call me should you have any questions.

Sincerely,

Julie O'Kelley
Manager - Interconnection Services

cc: W. Ken Rogers, Esq.

Agreed to and approved by:

Wesley Goings

Date: 2/9/06

EXHIBIT
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BELLSOUTH

BellSouth Interconnection Services
675 W Peachtree St. NE
34591
Atlanta, GA 30375

Julie O'Kelley
404-927-7555
Fax: 404-529-7839

Sent by E-Mail

March 6, 2006

Mr. Wesley Goings
Telepak Networks, Inc.
125 South Congress Street
Suite 1830
Jackson, Mississippi 39201

Dear Wesley:

Pursuant to our March 6, 2006 conference call discussion, this letter confirms that we have agreed that the interconnection agreement negotiations between BellSouth and Telepak Networks, Inc. commenced on October 7, 2005. Accordingly, the arbitration window pursuant to 47 USC Section 252 (b) opens February 19, 2006, and closes March 16, 2006.

Please call me should you have any questions.

Sincerely,

Julie O'Kelley
Manager - Interconnection Services

cc: W. Ken Rogers, Esq.

Agreed to and approved by:

Date: 3/6/06

EXHIBIT
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Ken Rogers

From: O'Kelley, Julie [Julie.OKelley@bellsouth.com]
Sent: Monday, March 13, 2006 2:23 PM
To: Ken Rogers
Subject: RE: Attachment 3 redlines for ICA negotiations

Ken, I spoke to Jim Tamplin about this and this is what we can propose to agree to:

1. Telepak can file its arbitration issues by March 16th, and the generic issues for the remaining states that haven't issued COL orders, will punt to those COL generic proceedings. FL and NC COL orders will be added as Addendums to Attachment 2; or
2. We can extend until 3/30, but Telepak will take the BellSouth TRRO standard, with addendums to Attachment 2 that incorporates the FL and NC COL proceedings. In this scenario, if any other states come out with the COL orders by the 30th, they would also be incorporated as addendums to Attachment 2.

-----Original Message-----
From: Ken Rogers [mailto:krogers@brunini.com]
Sent: Monday, March 13, 2006 1:51 PM
To: O'Kelley, Julie
Subject: RE: Attachment 3 redlines for ICA negotiations

Julie,

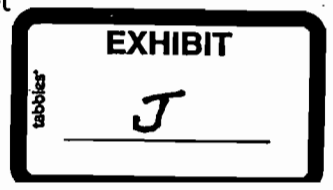
On another note, would you please let me know by the end of business today whether Bell will extend the arbitration deadline until the 30th of this month? We feel as if we can resolve the ICA in short order due to the limited issues remaining. If I don't hear from you I will assume this offer is rejected by BellSouth.

Ken Rogers
Brunini, Grantham, Grower & Hewes, PLLC
248 E. Capitol, Suite 1400
Jackson, MS 39201
Tel: 601-960-6876
Fax: 601-960-6902
krogers@brunini.com

From: O'Kelley, Julie [mailto:Julie.OKelley@bellsouth.com]
Sent: Monday, March 13, 2006 12:45 PM
To: Ken Rogers
Subject: RE: Attachment 3 redlines for ICA negotiations

Ken, I have been informed that the reason behind not stating that BellSouth will pay within thirty (30) days from the receipt of the invoice is associated with the Internal BellSouth payment schedule.

-----Original Message-----
From: Ken Rogers [mailto:krogers@brunini.com]
Sent: Wednesday, March 08, 2006 11:39 AM
To: O'Kelley, Julie; wgoings@telepak.net
Cc: Karno, Michael D



Subject: RE: Attachment 3 redlines for ICA negotiations

Julie,

If I am understanding you language in 9.5.5 et seq., Bell is opposing a mutual requirement to pay each other within 30 days of receipt of an invoice? Please tell me what it means if the time fram is removed?

Ken

From: O'Kelley, Julie [mailto:Julie.OKelley@bellsouth.com]
Sent: Wednesday, March 08, 2006 9:22 AM
To: wgoings@telepak.net; Ken Rogers
Cc: Karno, Michael D
Subject: Attachment 3 redlines for ICA negotiations
Importance: High

Wesley/Ken:

Please see the attached for your review.

<<Att3-NetworkInterconnection(2-1rdln)BST 3-03-06.doc>>

*****

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To ensure compliance with requirements imposed by the IRS, we inform you that, unless specifically indicated otherwise, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any tax-related matter addressed herein.

Ken Rogers

From: Ken Rogers
Sent: Monday, March 06, 2006 9:29 AM
To: 'O'Kelley, Julie'
Cc: Karno, Michael D; 'Wesley Goings'
Subject: Attachment 2

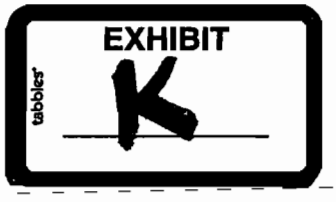
Julie,

Attached is a clean and marked version of Attachment 2 to the ICA.

Ken


Att2-NetworkEleme ntsOtherServi...


Att2-NetworkEleme ntsOtherServi...



Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to ~~<<customer_short_name>>~~Telepak Networks for ~~<<customer_short_name>>'s~~Telepak Networks' provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to ~~<<customer_short_name>>~~Telepak Networks (Other Services). Additionally, the provision of a particular Network Element or Other ~~Service~~ Services may require ~~<<customer_short_name>>~~Telepak Networks to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If ~~<<customer_short_name>>~~Telepak Networks purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.

1.3 ~~<<customer_short_name>>~~Telepak Networks may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R. § 51.309 and this Agreement. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements and Other Services, as well as the quality of access to said Network Elements and Other Services that BellSouth provides to Telepak Networks shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself and its affiliates.

1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.5 ~~<<customer_short_name>>~~Telepak Networks shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to ~~<<customer_short_name>>~~Telepak Networks pursuant to Section 251 of the Act and under this Agreement or convert a

Network Element or Combination that is available to ~~<<customer_short_name>>~~Telepak Networks pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall perform Conversions without adversely affecting the service quality perceived by Telepak Networks' customers. BellSouth shall charge the applicable Commission approved nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Except for the foregoing, BellSouth shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any Conversion. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from ~~<<customer_short_name>>~~Telepak Networks. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between ~~<<customer_short_name>>~~Telepak Networks and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

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

1.8 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, ~~<<customer_short_name>>~~Telepak Networks shall undertake a reasonably diligent inquiry to determine whether ~~<<customer_short_name>>~~Telepak Networks is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, ~~<<customer_short_name>>~~Telepak Networks self-certifies that to the best of ~~<<customer_short_name>>'s~~Telepak Networks' knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement and applicable law. Upon receiving such order, BellSouth shall process the request in reliance upon ~~<<customer_short_name>>'s~~Telepak Networks' self-certification. ~~To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall~~ After processing Telepak Networks' order BellSouth may seek dispute resolution in accordance with ~~this Section. Notwithstanding anything to the contrary provided in this Agreement, any dispute between the parties related~~ General Terms and Conditions of this Agreement if it reasonably believes it has no obligation to provide the Network Element to ~~<<customer_short_name>>'s self certification and whether high capacity Dedicated Transport or Loops are available as Network Elements in a particular wire center shall be brought to the FCC for resolution~~Telepak Networks under the terms of this Agreement and applicable law. In the event such dispute is resolved in ~~BellSouth's~~BellSouth's favor, BellSouth shall bill ~~<<customer_short_name>>~~Telepak Networks the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent wholesale or tariffed service, whichever rate is less, from the date of installation to the date the circuit is transitioned to the equivalent wholesale or tariffed service. ~~Within~~ If not set forth in the decision or result of the dispute resolution, within thirty (30) days following a decision finding in BellSouth's favor, ~~<<customer_short_name>>~~Telepak Networks shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to wholesale or tariffed services or disconnected.

1.9 ~~<<customer_short_name>>~~Telepak Networks may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.10 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. ~~If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then~~ BellSouth shall ~~perform such RNM~~make all RNMs to unbundled loop and transport facilities used by Telepak Networks at ~~no additional charge. RNM shall~~

~~be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement~~Telepak Networks' request where the requested loop and/or transport facility has already been constructed. BellSouth shall perform these RNMs to facilities in a non-discriminatory fashion, without regard to whether the loop or transport facility was constructed on behalf, or in accordance with the ~~extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on~~ specifications, of any carrier. A RNM is an ~~individual case basis.~~ activity that BellSouth ~~will provide a price quote for the request and, upon receipt~~regularly undertakes for its own customers. RNMs include, but are not limited to, rearranging or splicing of ~~payment from <<customer_short_name>>~~.cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that BellSouth ordinarily attaches to a loop or transport facility to serve its own customers. RNMs may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. RNMs do not include the construction of a new loop, or the installation of new aerial or buried cable for Telepak Networks.

~~1.10~~1.11 BellSouth shall perform RNMs pursuant to the existing nonrecurring charges and recurring rates ordered by the applicable state commission for the loop and transport facilities set forth in Exhibit A and not at an additional charge. RNM~~.~~ shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement, except to the extent BellSouth demonstrates that such RNMs were not anticipated in the setting of such intervals. If BellSouth believes it has not anticipated a requested network modification as being an RNM and it has not recovered the costs of such RNM in the rates set forth in Exhibit A, BellSouth can seek resolution from the applicable state commission. However, in the interim, BellSouth will perform the RNM at the existing recurring and nonrecurring rates associated with the provision of the loop or transport facility. There may not be any double recovery or retroactive recovery of these costs.

1.12 Commingling of Services

1.12.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that ~~<<customer_short_name>>~~Telepak Networks has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities~~. <<customer_short_name>>~~, as determined in accordance with applicable law. Telepak Networks must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

~~1.11.2~~12.1.0 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with ~~such a~~another facility or service obtained from BellSouth; or (2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

~~1.11.3~~12.2.-1 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.

~~1.11.4~~12.3.-1 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

~~1.11.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.~~

12.4.-1 BellSouth shall not change its wholesale or access tariffs in any fashion, or add any new access tariffs, that would restrict or negatively impact the availability of Commingling under this Attachment or the Agreement, unless BellSouth and Telepak Networks have amended this Agreement in advance to address BellSouth's proposed tariff changes or additions.

~~1.12~~12.5.-1 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.

1.13 Ordering Guidelines and Processes

1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, ~~<<customer_short_name>>~~Telepak Networks should refer to the "Guides" section of the BellSouth Interconnection Web site.

1.13.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

1.13.3 The provisioning of Network Elements, Combinations and Other Services to ~~<<customer_short_name>>'s~~Telepak Networks' Collocation Space will require cross-connections within the central office to connect the Network Element,

Combinations or Other Services to the demarcation point associated with ~~<<customer_short_name>>'s~~Telepak Networks' Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

1.13.4 Testing/Trouble Reporting.

1.13.4.1 ~~<<customer_short_name>>~~Telepak Networks will be responsible for testing and isolating troubles on Network Elements. ~~<<customer_short_name>>~~Telepak Networks must test and isolate trouble to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, ~~<<customer_short_name>>~~Telepak Networks will be required to provide the results of the ~~<<customer_short_name>>~~Telepak Networks test which indicate a problem on the BellSouth network.

1.13.4.2 Once ~~<<customer_short_name>>~~Telepak Networks has isolated a trouble to the BellSouth network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail End Users.

1.13.4.3 If ~~<<customer_short_name>>~~Telepak Networks reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge ~~<<customer_short_name>>~~Telepak Networks a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

1.13.4.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by ~~<<customer_short_name>>~~Telepak Networks (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill ~~<<customer_short_name>>~~Telepak Networks for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

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

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

2.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to ~~<<customer_short_name>>~~Telepak Networks on an unbundled basis in accordance with 47 C.F.R. § 51.319(a)(3)(iii), until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities. on an unbundled basis.

2.1.2.3 ~~Furthermore, in FTTH/FTTC overbuild areas~~Nothing in this Section shall limit BellSouth's obligation to offer Telepak Networks unbundled DS1 Loops in any wire center where BellSouth ~~has not yet retired copper facilities, BellSouth~~ is ~~not~~

~~obligated to ensure that such copper Loops in that area are capable of transmitting signals prior~~required to ~~receiving a request for~~ provide unbundled access to ~~such Loops by <<customer_short_name>>. If a request is received by BellSouth for a copper~~DS1 Loop~~, and the copper~~ facilities ~~have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval~~.

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide ~~<<customer_short_name>>~~Telepak Networks with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, including DS1 and DS3 capacity (where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information. In the event Telepak Networks seeks access to a hybrid Loop for the provision of narrowband service, BellSouth may either: (i) provide nondiscriminatory access, on an unbundled basis, to an entire hybrid Loop capable of voice grade service (DS0 capacity) using time division multiplexing technology; or (ii) provide nondiscriminatory access to a spare home-run copper loop serving that End User on an unbundled basis.

2.1.4 Transition for DS1 and DS3 Loops

2.1.4.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending ~~March~~ March 10~~.~~, 2006.

2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for ~~<<customer_short_name>>~~Telepak Networks as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 2.1.4.5.1 or 2.1.4.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.1.4.3 Excess DS1 and DS3 Loops are those ~~<<customer_short_name>>~~Telepak Networks DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.3.6.2 and 2.3.12 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

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

2.1.4.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base during the Transition Period in wire centers meeting the following criteria:

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

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

2.1.4.6 A list of wire centers meeting the criteria set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 above as of March 10, 2005 ~~(Initial Wire Center List), is available on BellSouth's Interconnection Services Web site~~attached hereto as Exhibit C ("Initial Wire Center List").

2.1.4.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base of DS1 and DS3 Loops and ~~<<customer_short_name>>'s~~Telepak Networks' Excess DS1 and DS3 Loops described in this Section 2.1.4 shall be as set forth in Exhibit B. Those rates shall be equal to the higher of 115% of the rate Telepak Networks paid for the Loop on June 15, 2004, or 115% of the rate the applicable Commission establishes, if any, between June 16, 2004 and the effective date of the TRRO.

2.1.4.8 The Transition Period shall apply only to (1) ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base and (2) ~~<<customer_short_name>>'s~~Telepak Networks' Excess DS1 and DS3 Loops. ~~<<customer_short_name>>~~Telepak Networks shall not add new DS1 or DS3 loops as described in this Section 2.1.4 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 2.1.4.12 below.

2.1.4.9 Once a wire center exceeds both of the thresholds set forth in ~~Sections~~ Section 2.1.4.5.1 ~~and 2.1.4.5.2 below~~, no future DS1 Loop unbundling will be required in that wire center.

2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.5.1 ~~and 2.1.4.5.2 below~~, no future DS3 Loop unbundling will be required in that wire center.

2.1.4.11 ~~No later than December 9, 2005 <<customer_short_name>>~~If necessary, by March 10, 2006 Telepak Networks shall submit spreadsheet(s) identifying all of

the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth services pursuant to Section 1.6 above. Telepak Networks may transition from these DS1 and DS3 Loops to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self provisioned facilities. For Conversions as defined in Section 1.6, such spreadsheet shall take the place of an LSR or ASR. If Telepak Networks chooses to convert DS1 and DS3 Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within Telepak Networks total special access circuits and apply any discounts to which Telepak Networks is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. ~~-~~If Telepak Networks submits the spreadsheets specified herein for all of its Embedded Base by March 10, 2006, Conversions shall be subject to Commission approved switch-as-is charges.

2.1.4.11.1 ~~If <<customer_short_name>>~~If necessary and Telepak Networks fails to submit the spreadsheet(s) specified in Section 2.1.4.11 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to ~~December 9, 2005~~March 10, 2006, BellSouth will identify ~~<<customer_short_name>>'s~~Telepak Networks' remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.1.4.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.1.4.11.2 For Embedded Base ~~circuits~~ and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.4.11 above or transitioned pursuant to Section 2.1.4.11.1 above, the applicable recurring wholesale or tariff charge shall apply to each circuit as of ~~the earlier of the date each circuit is converted or transitioned, as applicable, or~~ March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Telepak Networks' customers service.

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

2.1.4.12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.5 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List~~".~~."

2.1.4.12.2 Effective ~~ten (10~~thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s),

except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

2.1.4.12.3 For purposes of Section 2.1.4.12 above, BellSouth shall make available DS1 and DS3 Loops that were in service for ~~<<customer_short_name>>~~Telepak Networks in a wire center on the Subsequent Wire Center List as of the ~~tenth (10th~~thirtieth (30th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ~~ninety (90~~one hundred and eighty (180) days after the ~~tenth (10th~~thirtieth (30th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

2.1.4.12.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

2.1.4.12.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of CNL posting, plus 15%.

~~2.1.4.12.6~~ ~~No later than forty (40~~one hundred and eighty (180) days from BellSouth's CNL identifying the Subsequent Wire Center List, ~~<<customer_short_name>>~~Telepak Networks shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. ~~The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.~~

2.1.4.12.6 Telepak Networks may transition from these DS1 and DS3 Loops to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self provisioned facilities. For Conversions as defined in Section 1.6, such spreadsheet shall take the place of an LSR or ASR. If ~~<<customer_short_name>>~~Telepak Networks chooses to convert DS1 and DS3 Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within Telepak Networks total special access circuits and apply any discounts to which Telepak Networks is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If Telepak Networks submits the spreadsheets specified herein for all of its Embedded Base by March 10, 2006, Conversions shall be subject to Commission approved switch-as-is charges and no UNE disconnect charges.

2.1.4.12.6.1 If Telepak Networks fails to submit the spreadsheet(s) specified in Section 2.1.4.12.6 above for all of its Subsequent Embedded Base within ~~forty (40~~one hundred and eighty (180) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify ~~<<customer_short_name>>'s~~Telepak Networks' remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). ~~–~~Those circuits identified and transitioned by BellSouth shall be

subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.1.4.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.12.6 above or transitioned pursuant to Section 2.1.4.12.6.1 above, the applicable recurring ~~tariff~~ charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation of service to Telepak Networks' customers.

2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.6 The Loop shall be provided to ~~<<customer_short_name>>~~Telepak Networks in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.8 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If ~~<<customer_short_name>>~~Telepak Networks wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), ~~<<customer_short_name>>~~Telepak Networks may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

2.1.8.1 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), ~~<<customer_short_name>>~~Telepak Networks shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.

2.1.9 Order Coordination (OC) and Order Coordination-Time Specific (OC-TS)

2.1.9.1 OC allows BellSouth and ~~<<customer_short_name>>~~Telepak Networks to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to ~~<<customer_short_name>>'s~~Telepak Networks' facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.9.2 OC-TS allows ~~<<customer_short_name>>~~Telepak Networks to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate ~~<<customer_short_name>>'s~~Telepak Networks' specific conversion time request. However, BellSouth reserves the right to negotiate with ~~<<customer_short_name>>~~Telepak Networks a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. ~~<<customer_short_name>>~~Telepak Networks may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If ~~<<customer_short_name>>~~Telepak Networks specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in BellSouth's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

2.1.10

	Order Coordination (OC)	**Order Coordination – Time Specific (OC-TS)**	**Test Points**	**DLR**	**Charge for Dispatch and Testing if No Trouble Found**
SL-1 **(Non-Designed)**	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND **(Non-Designed)**	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office

Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, ~~<<customer_short_name>>~~Telepak Networks must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.11 CLEC to CLEC Conversions for Unbundled Loops

2.1.11.1 The CLEC to CLEC conversion process for Loops may be used by ~~<<customer_short_name>>~~Telepak Networks when converting an existing Loop from another CLEC for the same End User. The Loop type being converted must be included in ~~<<customer_short_name>>'s~~Telepak Networks' Agreement before requesting a conversion.

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

2.1.11.3 The Loops converted to ~~<<customer_short_name>>~~Telepak Networks pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.1.12 Bulk Migration

2.1.12.1 BellSouth will make available to ~~<<customer_short_name>>~~Telepak Networks a Bulk Migration process pursuant to which ~~<<customer_short_name>>~~Telepak Networks may request to migrate port/loop combinations, provisioned pursuant to an interconnection agreement or a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth

CLEC Information Package. The CLEC Information Package is located on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.12.2 Should ~~<<customer_short_name>>~~Telepak Networks request migration for two (2) or more EATNs containing fifteen (15) or more circuits, ~~<<customer_short_name>>~~Telepak Networks must use the Bulk Migration process referenced in 2.1.~~11~~12.1 above.

2.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that ~~<<customer_short_name>>~~Telepak Networks will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

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

of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that ~~<<customer_short_name>>~~Telepak Networks may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

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

2.2.6 BellSouth shall provide Telepak Networks nondiscriminatory access to DS1 Loops to any Building not served by a wire center with at least 60,000 Business Lines and at least four (4) Fiber-Based Collocators. Telepak Networks shall be entitled to obtain up to ten (10) DS1 Loops to each Building in which DS1 Loops are available on an unbundled basis pursuant to Section 251(c)(3) of the Act.

2.2.7 BellSouth shall provide Telepak Networks nondiscriminatory access to DS3 Loops to any Building not served by a wire center with at least 38,000 Business Lines and at least four (4) Fiber-Based Collocators. Telepak Networks shall be entitled to obtain one DS3 Loop to each Building in which DS3 Loops are available on an unbundled basis pursuant to Section 251(c)(3) of the Act.

2.3 Unbundled Digital Loops

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

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

2.3.2.1 2-wire Unbundled ISDN Digital Loop;

2.3.2.2 2-wire Unbundled ADSL Compatible Loop;

2.3.2.3 2-wire Unbundled HDSL Compatible Loop;

2.3.2.4 4-wire Unbundled HDSL Compatible Loop;

2.3.2.5 4-wire Unbundled DS1 Digital Loop;

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;

2.3.2.7 DS3 Loop; or

2.3.2.8 STS-1 Loop.

2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. ~~<<customer_short_name>>~~Telepak Networks will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.6 4-wire Unbundled DS1 Digital Loop.

2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

2.3.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to ~~<<customer_short_name>>~~Telepak Networks at any single ~~building~~Building in which DS1 Loops are available as unbundled Loops.

2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64) kbps, fifty-six (56) kbps, nineteen (19) kbps, and

other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.

2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.12 ~~<<customer_short_name>>~~Telepak Networks may obtain a maximum of a single Unbundled DS3 Loop to any single ~~building~~Building in which DS3 Loops are available as Unbundled Loops.

2.4 Unbundled Copper Loops (UCL)

2.4.1 BellSouth shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) ~~types –~~types - Designed and Non-Designed.

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by ~~<<customer_short_name>>.~~Telepak Networks.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by ~~<<customer_short_name>>~~Telepak Networks to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.4.3.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to six thousand (6,000) feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (1300) Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, ~~<<customer_short_name>>~~Telepak Networks can request LMU for which additional charges would apply.

2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that ~~<<customer_short_name>>~~Telepak Networks may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by ~~<<customer_short_name>>~~Telepak Networks to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.

2.4.3.6 ~~<<customer_short_name>>~~Telepak Networks may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

~~2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.~~

2.5.1 BellSouth shall perform Line Conditioning in accordance with 47 C.F.R. § 51.319(a)(1)(iii). Line Conditioning is defined in 47 C.F.R. § 51.319(a)(1)(iii)(A). Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and will not restrict its testing to voice transmission only.

2.5.2 BellSouth will remove load coils ~~only~~ on copper Loops and Subloops ~~that are less than eighteen thousand (18,000) feet in length.~~at the rates set forth in Exhibit A.

~~2.5.3 For any~~Any copper ~~loop~~ Loop being ordered by ~~<<customer_short_name>>~~Telepak Networks which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from ~~<<customer_short_name>>~~Telepak Networks, so that the ~~loop~~ Loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to ~~<<customer_short_name>>.~~Telepak Networks. Loop conditioning orders that require the removal of other bridged tap ~~that serves no network design purpose on a copper Loop that will result in a~~

~~combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000)~~ feet will be performed at the rates set forth in Exhibit A.

~~2.5.4~~2.5.3 ~~<<customer_short_name>> may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.~~

~~2.5.5~~2.5.4 Rates for ULM are as set forth in Exhibit A.

~~2.5.6~~2.5.5 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

~~2.5.7~~2.5.6 If ~~<<customer_short_name>>~~Telepak Networks requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. ~~<<customer_short_name>>~~Telepak Networks will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

~~2.5.8~~2.5.7 ~~<<customer_short_name>>~~Telepak Networks shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that ~~<<customer_short_name>>~~Telepak Networks desires BellSouth to condition.

~~2.5.9~~2.5.8 When requesting ULM for a Loop that BellSouth has previously provisioned for ~~<<customer_short_name>>~~. ~~<<customer_short_name>>~~Telepak Networks, Telepak Networks will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by ~~<<customer_short_name>>~~Telepak Networks is available at the location for which the ULM was requested, ~~<<customer_short_name>>~~Telepak Networks will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, ~~<<customer_short_name>>~~Telepak Networks will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 Loop Provisioning Involving IDLC

2.6.1 Where ~~<<customer_short_name>>~~Telepak Networks has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to ~~<<customer_short_name>>.~~Telepak Networks. If a suitable alternative facility is not available, then to the extent it is

technically feasible, BellSouth will implement one of the following alternative arrangements for ~~<<customer_short_name>>~~Telepak Networks (e.g., hairpinning):

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

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

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

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the End User's 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.

2.7.2 BellSouth shall permit ~~<<customer_short_name>>~~Telepak Networks to connect ~~<<customer_short_name>>'s~~Telepak Networks' Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 ~~<<customer_short_name>>~~Telepak Networks may access the End User's premises wiring by any of the following means and ~~<<customer_short_name>>~~Telepak Networks shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

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

2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the End User premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 ~~<<customer_short_name>>~~Telepak Networks may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be ~~<<customer_short_name>>~~'sTelepak Networks' responsibility to ensure there is no safety hazard, and ~~<<customer_short_name>>~~Telepak Networks will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

2.7.3.3 ~~<<customer_short_name>>~~Telepak Networks shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 ~~<<customer_short_name>>~~Telepak Networks shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with ~~<<customer_short_name>>~~Telepak Networks to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross-connect to ~~<<customer_short_name>>'s~~Telepak Networks' NID.

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

2.8 Subloop Elements.

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

2.8.2 Unbundled Subloop Distribution (USLD)

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

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

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

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

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

2.8.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

2.8.2.4.1 Upon request for USLD-INC from ~~<<customer_short_name>>~~Telepak Networks, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for ~~<<customer_short_name>>'s~~Telepak Networks' use on this cross-connect panel. ~~<<customer_short_name>>~~Telepak Networks will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, ~~<<customer_short_name>>~~Telepak Networks shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. ~~<<customer_short_name>>'s~~Telepak Networks' cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by ~~<<customer_short_name>>~~Telepak Networks is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet ~~<<customer_short_name>>'s~~Telepak Networks' request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

2.8.2.7 The site set-up must be completed before ~~<<customer_short_name>>~~Telepak Networks can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice ~~<<customer_short_name>>'s~~Telepak Networks' cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.8 Once the site set-up is complete, ~~<<customer_short_name>>~~Telepak Networks will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when ~~<<customer_short_name>>~~Telepak Networks requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by ~~<<customer_short_name>>~~Telepak Networks for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

2.8.2.9 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

2.8.3 Unbundled Network Terminating Wire (UNTW)

2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and ~~<<customer_short_name>>~~Telepak Networks does own or control such wiring, ~~<<customer_short_name>>~~Telepak Networks will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to ~~<<customer_short_name>>~~.Telepak Networks.

2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate ~~<<customer_short_name>>~~Telepak Networks for each pair activated

commensurate to the price specified in ~~<<customer_short_name>>'s~~Telepak Networks' Agreement.

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a

technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

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

2.8.4 Dark Fiber Loop

2.8.4.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure~~.~~s. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for ~~<<customer_short_name>>~~Telepak Networks to utilize Dark Fiber Loops.

2.8.4.2 Transition for Dark Fiber Loop

2.8.4.2.1 For purposes of this Section 2.8.4, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending ~~September~~ September 10~~,~~, 2006.

2.8.4.2.2 For purposes of this Section 2.8.4, Embedded Base means Dark Fiber Loops that were in service for ~~<<customer_short_name>>~~Telepak Networks as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.8.4.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for ~~<<customer_short_name>>~~Telepak Networks at the terms and conditions set forth in this Attachment.

2.8.4.4 Notwithstanding the Effective Date of this Agreement, the rates for ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A. Those rates

shall be equal to the higher of 115% of the rate Telepak Networks paid for Dark Fiber Loops on June 15, 2004, or 115% of the rate the applicable Commission established, if any, between June 16, 2004, and the effective date of the TRRO, for Dark Fiber Loops.

2.8.4.5 The Transition Period shall apply only to ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base and ~~<<customer_short_name>>~~Telepak Networks shall not add new Dark Fiber Loops pursuant to this Agreement.

2.8.4.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.8.4.7 No later than June 10, 2006 ~~<<customer_short_name>>~~Telepak Networks shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other BellSouth services as Conversions ~~pursuant to Section 1.6 above.~~. Telepak Networks may transition from Dark Fiber Loops to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self provisioned facilities. For Conversions as defined in Section 1.6, such spreadsheet shall take the place of an LSR or ASR. If Telepak Networks chooses to convert Dark Fiber Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within Telepak Networks total special access circuits and apply any discounts to which Telepak Networks is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base~~.~~ Dark Fiber Loops. If Telepak Networks submits the spreadsheets specified herein for all of its Embedded Base by March 10, 2006, Conversions shall be subject to Commission approved switch-as-is charges and no UNE disconnect charges.

2.8.4.7.1 ~~If <<customer_short_name>>~~If Telepak Networks fails to submit the spreadsheet(s) specified in Section 2.8.4.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify ~~<<customer_short_name>>'s~~Telepak Networks' remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.8.4.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.8.4.7.2 For Embedded Base circuits converted pursuant to Section 2.8.4.7 above or transitioned pursuant to Section 2.8.4.7.1 above, the applicable recurring wholesale or tariff charge shall apply to each circuit as of ~~the earlier of the date each circuit is converted or transitioned, as applicable, or~~ September 11, 2006. The transition of the Embedded Base circuits shall be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Telepak Networks' customers' service.

2.9 Loop Makeup

2.9.1 Description of Service

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

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

2.9.1.3 BellSouth's LMU information is provided to ~~<<customer_short_name>>~~Telepak Networks as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

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

2.9.1.5 ~~<<customer_short_name>>~~Telepak Networks may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by ~~<<customer_short_name>>~~Telepak Networks and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee ~~<<customer_short_name>>'s~~Telepak Networks'

ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by ~~<<customer_short_name>>~~Telepak Networks or the End User, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. ~~<<customer_short_name>>~~Telepak Networks is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.1.6 If BellSouth retires its copper facilities using 47 C.F.R § ~~52~~51.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify ~~<<customer_short_name>>~~Telepak Networks, according to the applicable network disclosure requirements. It will be ~~<<customer_short_name>>'s~~Telepak Networks' responsibility to move any service it may provide over such facilities to alternative facilities. If ~~<<customer_short_name>>~~Telepak Networks fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 ~~<<customer_short_name>>~~Telepak Networks may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on the BellSouth Interconnection Web site: www.interconnection.bellsouth.com/guides/html/unes.html. After obtaining the Loop information from the mechanized LMU process, if ~~<<customer_short_name>>~~Telepak Networks needs further Loop information in order to determine Loop service capability, ~~<<customer_short_name>>~~Telepak Networks may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. ~~<<customer_short_name>>~~Telepak Networks will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, ~~<<customer_short_name>>~~Telepak Networks does not reserve facilities upon an initial LMUSI, ~~<<customer_short_name>>'s~~Telepak Networks' placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.

2.9.2.3 Where ~~<<customer_short_name>>~~Telepak Networks has reserved multiple Loop facilities on a single reservation, ~~<<customer_short_name>>~~Telepak Networks may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to ~~<<customer_short_name>>~~Telepak Networks, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by ~~<<customer_short_name>>~~Telepak Networks.

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) ~~to~~ deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.2 Line Splitting – UNE-L. In the event ~~<<customer_short_name>>~~Telepak Networks provides its own switching or obtains switching from a third party, ~~<<customer_short_name>>~~Telepak Networks may engage in line splitting arrangements with another CLEC using a splitter, provided by ~~<<customer_short_name>>~~Telepak Networks or a third party, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.3 Line Splitting –Loop and UNE Port (UNE-P)

3.3.1 To the extent ~~<<customer_short_name>>~~Telepak Networks is purchasing UNE-P pursuant to this Agreement, BellSouth will permit ~~<<customer_short_name>>~~Telepak Networks to replace UNE-P with Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two (2) collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base as described in Section 5.4.3.2 below.

3.3.2 ~~<<customer_short_name>>~~Telepak Networks shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if ~~<<customer_short_name>>~~Telepak Networks will not provide voice and data services.

3.3.3 Line Splitting arrangements in service pursuant to this Section 3.3 must be disconnected or provisioned pursuant to Section 3.2 above on or before March 10, 2006.

3.4 Provisioning Line Splitting and Splitter Space – UNE-P

3.4.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When ~~<<customer_short_name>>~~Telepak Networks or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

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

3.4.3 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service.

3.5 Provisioning Line Splitting and Splitter Space – UNE-L

3.5.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When ~~<<customer_short_name>>~~Telepak Networks owns the splitter, Line Splitting requires the following: a ~~loop~~Loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

~~3.6 CLEC Provided Splitter – Line Splitting – UNE-P and UNE-L~~

3.5.2 To the extent Telepak Networks is using a commingled arrangement that consists of a Loop and wholesale switching provided by BellSouth, BellSouth will permit Telepak Networks to utilize Line Splitting.

3.5.3 Telepak Networks shall provide BellSouth with a signed LOA between it and the Data LEC or Voice LEC with which it desires to provision Line Splitting services, if Telepak Networks will not provide voice and data services.

3.6 Provisioning Line Splitting

3.6.1 Telepak Networks or a third party may provide the splitter. Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the

collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter.

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

3.6.3 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting, including Line Splitting over a commingled Loop and wholesale switching.

~~3.6.1~~3.6.4 To order High Frequency Spectrum on a particular Loop, ~~<<customer_short_name>>~~Telepak Networks must have a DSLAM collocated in the central office that serves the End User of such Loop.

~~3.6.2~~3.6.5 ~~<<customer_short_name>>~~Telepak Networks may purchase, install and maintain central office POTS splitters in its collocation arrangements. ~~<<customer_short_name>>~~Telepak Networks may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

~~3.6.3~~3.6.6 Any splitters installed by ~~<<customer_short_name>>~~Telepak Networks in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. ~~<<customer_short_name>>~~Telepak Networks may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.7 Maintenance – Line Splitting ~~– UNE-P and UNE-L~~

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

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

4 Local Switching

4.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 are limited to DS0 level Local Switching and BellSouth

is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 4.2 below.

4.1.1 BellSouth shall not be required to unbundle local circuit switching for ~~<<customer_short_name>>~~Telepak Networks for a particular End User when ~~<<customer_short_name>>~~Telepak Networks: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that ~~<<customer_short_name>>~~Telepak Networks is serving any End User as described above as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by ~~<<customer_short_name>>~~Telepak Networks or transitioned by ~~<<customer_short_name>>~~Telepak Networks, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

4.2 Transition for Local Switching

4.2.1 For purposes of this Section 4, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.2.2 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for ~~<<customer_short_name>>~~Telepak Networks as of ~~March~~ March 10~~,~~, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.2.3 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with Local Switching, at the rates, terms and conditions set forth in this Attachment. ~~-~~The Transition Period shall apply only to ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base and ~~<<customer_short_name>>~~Telepak Networks shall not place new orders for Local Switching pursuant to this Agreement.

4.2.4 Notwithstanding the Effective Date of this Agreement, the rates for ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base of Local Switching during the Transition Period shall be as set forth in Exhibit A.

4.2.5 ~~<<customer_short_name>>~~Telepak Networks must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions pursuant to Section 1.6 above by ~~October 1, 2005.~~the Effective Date.

4.2.5.1 If ~~<<customer_short_name>>~~Telepak Networks fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching as specified in Section 4.2.5 above prior to ~~October 1, 2005~~the Effective Date, BellSouth will identify ~~<<customer_short_name>>'s~~Telepak Networks' remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement.

4.2.6 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.

4.3 Local Switching Capability, including Tandem Switching Capability

4.3.1 Local Switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local Switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions.

4.3.2 Unbundled local switching consists of three separate components: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.3.3 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to ~~<<customer_short_name>>'s~~Telepak Networks' End User local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.3.4 Provided that ~~<<customer_short_name>>~~Telepak Networks has unbundled Local Switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a ~~<<customer_short_name>>~~Telepak Networks local End User, or originated by a BellSouth local End User and terminated to a ~~<<customer_short_name>>~~Telepak Networks local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge ~~<<customer_short_name>>~~Telepak Networks the Network Elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and ~~<<customer_short_name>>~~Telepak Networks shall be as described in BellSouth's UNE Local Call Flows set forth on

BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/docs.

4.3.5 Where ~~<<customer_short_name>>~~Telepak Networks has unbundled Local Switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a ~~<<customer_short_name>>~~Telepak Networks End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge ~~<<customer_short_name>>~~Telepak Networks the Network Elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and ~~<<customer_short_name>>~~Telepak Networks shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's Interconnection Web site at www.interconnection.bellsouth.com/products/docs.

4.3.6 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill ~~<<customer_short_name>>~~Telepak Networks the Network Elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.

4.3.7 Unbundled Ports may or may not include individual features. Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.3.8 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR Process as set forth in Attachment 11.

4.3.9 BellSouth will provide to ~~<<customer_short_name>>~~Telepak Networks selective routing of calls to a requested Operator System platform pursuant to this Agreement. Any other routing requests by ~~<<customer_short_name>>~~Telepak Networks will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

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

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

4.3.12 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.3.13 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to ~~<<customer_short_name>>~~Telepak Networks all Advanced Intelligent Network (AIN) triggers in connection with its Service Creation Environment and Service Management System (SCE/SMS) offering.

4.3.14 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by ~~<<customer_short_name>>~~Telepak Networks.

4.3.15 BellSouth shall provide the following Local Switching interfaces:

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

4.3.15.2 Coin phone signaling;

4.3.15.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.3.15.4 2-wire analog interface to PBX;

4.3.15.5 4-wire analog interface to PBX; and

4.3.15.6 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.3.16 ~~<<customer_short_name>>~~Telepak Networks shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 ALI Database.

4.3.17 ~~<<customer_short_name>>~~Telepak Networks will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the ~~<<customer_short_name>>~~'sTelepak Networks' End Users.

4.4 Common (Shared) Transport.

4.4.1 Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end

office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

4.4.2 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to ~~<<customer_short_name>>~~Telepak Networks.

4.4.3 Technical Requirements of Common (Shared) Transport

4.4.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 circuits shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.

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

4.4.3.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

4.5 Tandem Switching

4.5.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross-connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.5.2 Where ~~<<customer_short_name>>~~Telepak Networks utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth~~,~~ ICO or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which

point the rate for the actual Tandem Switch usage shall apply. The UNE Local Call Flows set forth on BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/docs, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.5.3 Technical Requirements

4.5.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:

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

4.5.3.1.2 Tandem Switching will provide screening as jointly agreed to by ~~<<customer_short_name>>~~Telepak Networks and BellSouth;

4.5.3.1.3 Where applicable, Tandem Switching shall provide AIN triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

4.5.3.1.4 Where applicable, Tandem Switching shall provide access to the Toll Free number database;

4.5.3.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911 solutions are deployed and the tandem is used for 911; and

4.5.3.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

4.5.3.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to ~~<<customer_short_name>>~~Telepak Networks.

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

4.5.3.4 Tandem Switching shall process originating toll free traffic received from ~~<<customer_short_name>>'s~~Telepak Networks' local switch.

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

4.5.4 Upon ~~<<customer_short_name>>'s~~Telepak Networks' purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for

~~<<customer_short_name>>'s~~Telepak Networks' traffic overflowing from direct end office high usage trunk groups.

4.6 Remote Call Forwarding (URCF)

4.6.1 As an option, BellSouth shall make available to ~~<<customer_short_name>>~~Telepak Networks an unbundled port with Remote Call Forwarding capability. URCF service combines the functionality of unbundled Local Switching, Tandem Switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. ~~<<customer_short_name>>~~Telepak Networks must ensure that the following conditions are satisfied:

4.6.1.1 the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);

4.6.1.2 the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

4.6.1.3 the URCF service will not be utilized to forward calls to another URCF or similar service; and

4.6.1.4 the forward-to number (service) is not a public safety number (e.g., 911, fire or police number).

4.6.2 In addition to the charge for the URCF service port, BellSouth shall charge ~~<<customer_short_name>>~~Telepak Networks the rates set forth in Exhibit A for unbundled Local Switching, Tandem Switching, and Common Transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

4.7 AIN Selective Carrier Routing for OS, DA and Repair Centers

4.7.1 Where BellSouth provides Local Switching to ~~<<customer_short_name>>~~Telepak Networks, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of ~~<<customer_short_name>>.~~Telepak Networks. AIN SCR will provide ~~<<customer_short_name>>~~Telepak Networks with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.7.2 ~~<<customer_short_name>>~~Telepak Networks shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office per state basis.

4.7.3 AIN SCR is not available in DMS 10 switches.

4.7.4 Where AIN SCR is utilized by ~~<<customer_short_name>>~~Telepak Networks, the routing of ~~<<customer_short_name>>'s~~Telepak Networks' End User calls shall be pursuant to information provided by ~~<<customer_short_name>>~~Telepak Networks and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN SCR is established.

4.7.5 Upon ordering AIN SCR Regional Service, ~~<<customer_short_name>>~~Telepak Networks shall remit to BellSouth the nonrecurring Regional Service Order charge set forth in Exhibit A. There shall be a nonrecurring End Office Establishment Charge as set forth in Exhibit A, per office, due at the addition of each central office where AIN SCR will be utilized. For each ~~<<customer_short_name>>~~Telepak Networks End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A. ~~<<customer_short_name>>~~Telepak Networks shall pay the AIN SCR Per Query Charge set forth in Exhibit A.

4.7.6 This nonrecurring Regional Service Order charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional SCR Order Request-Form A, Central Office AIN SCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) days to respond to ~~<<customer_short_name>>'s~~Telepak Networks' fully completed firm order as a Regional Service Order. With the delivery of this firm order response to ~~<<customer_short_name>>~~Telepak Networks, BellSouth considers that the delivery schedule of this service commences. The remaining half of the nonrecurring Regional Service Order payment must be paid when at least ninety percent (90%) of the Central Offices listed on the original order have been turned up for the service.

4.7.7 The nonrecurring End Office Establishment charge will be billed to ~~<<customer_short_name>>~~Telepak Networks following BellSouth's normal monthly billing cycle for this type of order.

4.7.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End Office Establishment charges will be billed to ~~<<customer_short_name>>~~Telepak

Networks following BellSouth's normal monthly billing cycle for this type of order.

4.7.9 Additionally, the AIN SCR Per Query Charge will be billed to ~~<<customer_short_name>>~~Telepak Networks following the normal billing cycle for per query charges.

4.7.10 All other network components needed, (i.e., unbundled switching, unbundled local transport, etc.) will be billed per contracted rates.

4.8 Selective Call Routing Using Line Class Codes (SCR-LCC)

4.8.1 Where ~~<<customer_short_name>>~~Telepak Networks has purchased unbundled Local Switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route ~~<<customer_short_name>>'s~~Telepak Networks' End User calls to that provider through Selective Call Routing.

4.8.2 SCR-LCC provides the capability for ~~<<customer_short_name>>~~Telepak Networks to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if capacity is available in the requested BellSouth end office switches.

4.8.3 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

4.8.4 Where available, ~~<<customer_short_name>>~~Telepak Networks specific and unique LCCs are programmed in each BellSouth end office switch where ~~<<customer_short_name>>~~Telepak Networks intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify ~~<<customer_short_name>>'s~~Telepak Networks' End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and ~~<<customer_short_name>>~~Telepak Networks intends to provide ~~<<customer_short_name>>~~Telepak Networks -branded OCP/DA to its End Users in these multiple rate areas.

4.8.5 SCR-LCC supporting Custom Branding and Self Branding require ~~<<customer_short_name>>~~Telepak Networks to order dedicated trunking from each BellSouth end office identified by ~~<<customer_short_name>>~~Telepak Networks, either to the BellSouth TOPS for Custom Branding or to the ~~<<customer_short_name>>~~Telepak Networks Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth's FCC No. 1 Tariff.

4.8.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by ~~<<customer_short_name>>~~Telepak Networks to the BellSouth TOPS.

4.8.7 The rates for SCR-LCC are as set forth in Exhibit A. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by ~~<<customer_short_name>>~~Telepak Networks are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by ~~<<customer_short_name>>~~Telepak Networks are not already combined by BellSouth in the location requested by ~~<<customer_short_name>>~~Telepak Networks but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by ~~<<customer_short_name>>~~Telepak Networks are not elements that BellSouth combines for its use in its network.

5.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth's network.

5.1.2 To the extent ~~<<customer_short_name>>~~Telepak Networks requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

5.2 Rates

5.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the

rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

5.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

5.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of ~~<<customer_short_name>>~~Telepak Networks.

5.3 Enhanced Extended Links (EELs)

5.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide ~~<<customer_short_name>>~~Telepak Networks with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

5.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale ~~loop~~Loop, or (3) a ~~loop~~Loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).

5.3.3 By placing an order for a high-capacity EEL, ~~<<customer_short_name>>~~Telepak Networks thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit ~~<<customer_short_name>>'s~~Telepak Networks' high-capacity EELs as specified below.

5.3.4 Service Eligibility Criteria

5.3.4.1 High capacity EELs must comply with the following service eligibility requirements. ~~<<customer_short_name>>~~Telepak Networks must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

5.3.4.1.1 ~~<<customer_short_name>>~~Telepak Networks has received state certification to provide local voice service in the area being served;

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

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

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

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

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

5.3.4.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which ~~<<customer_short_name>>~~Telepak Networks will transmit the calling party's number in connection with calls exchanged over the trunk;

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

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

5.3.4.3 BellSouth may, on an annual basis, audit ~~<<customer_short_name>>'s~~Telepak Networks' records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that ~~<<customer_short_name>>~~Telepak Networks failed to comply with the service eligibility criteria, ~~<<customer_short_name>>~~Telepak Networks must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that ~~<<customer_short_name>>~~Telepak Networks did not comply in any material respect with the service eligibility criteria, ~~<<customer_short_name>>~~Telepak Networks shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that ~~<<customer_short_name>>~~Telepak Networks did comply in all material respects with the service eligibility criteria, BellSouth will reimburse

~~<<customer_short_name>>~~Telepak Networks for its reasonable and demonstrable costs associated with the audit. ~~<<customer_short_name>>~~Telepak Networks will maintain appropriate documentation to support its certifications.

5.3.4.4 In the event ~~<<customer_short_name>>~~Telepak Networks converts special access services to UNEs, ~~<<customer_short_name>>~~Telepak Networks shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.4 UNE-P

5.4.1 DS0 Local Switching, as defined in Section 4 above, in combination with a Loop and Common (Shared) Transport as defined in Section 4.4 above (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.4.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section 5.4.

5.4.3 Transition Period for UNE-P

5.4.3.1 For purposes of this Section 5.4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.4.3.2 For the purposes of this Section 5.4, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for ~~<<customer_short_name>>~~Telepak Networks as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.4.3.3 During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to ~~<<customer_short_name>>~~'sTelepak Networks' Embedded Base and ~~<<customer_short_name>>~~Telepak Networks shall not place new orders for UNE-P pursuant to this Agreement.

5.4.3.4 Notwithstanding the Effective Date of this Agreement, the rates for ~~<<customer_short_name>>~~'sTelepak Networks' Embedded Base of UNE-P during the Transition Period shall be as set forth in Exhibit A.

5.4.3.5 ~~<<customer_short_name>>~~Telepak Networks must submit orders, or spreadsheets if converting to UNE Loops through the Bulk Migration process, outlined in Section 2.1.10 above, to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services as Conversions pursuant to Section 1.6 above by ~~October 1, 2005.~~March 10, 2006.

5.4.3.5.1 If ~~<<customer_short_name>>~~Telepak Networks fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P as specified in Section 5.4.3.5 above prior to ~~October 1, 2005~~March 10, 2006, BellSouth will identify ~~<<customer_short_name>>'s~~Telepak Networks' remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.

5.4.3.5.2 For Embedded Base UNE-P converted pursuant to Section 5.4.3.5 above or transitioned pursuant to Section 5.4.3.5. above, the applicable recurring wholesale, resale, or tariff charges shall apply as of ~~the earlier of the date each circuit is converted or transitioned, as applicable, or~~ March 11, 2006.

5.4.3.6 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.

5.4.4 BellSouth shall make 911 updates in the BellSouth 911 database for ~~<<customer_short_name>>'s~~Telepak Networks' UNE-P. BellSouth will not bill ~~<<customer_short_name>>~~Telepak Networks for 911 surcharges. ~~<<customer_short_name>>~~Telepak Networks is responsible for paying all 911 surcharges to the applicable governmental agency.

5.5 Intercarrier Compensation

5.5.1 Intercarrier compensation for seven (7) or ten (10) digit dialed calls originated by ~~<<customer_short_name>>~~Telepak Networks utilizing Local Switching shall apply as follows:

5.5.2 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge ~~<<customer_short_name>>~~Telepak Networks for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge ~~<<customer_short_name>>~~Telepak Networks for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the

terminating CLEC for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3.1 For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, ~~<<customer_short_name>>~~Telepak Networks is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If ~~<<customer_short_name>>~~Telepak Networks does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by ~~<<customer_short_name>>~~Telepak Networks, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may~~, at its option:~~:

~~5.5.3.1.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to <<customer_short_name>> for each such call; or~~

~~5.5.3.1.2~~5.5.3.1.1 ~~pay such charges as billed by the third party carrier and~~ ~~<<customer_short_name>>~~Telepak Networks will reimburse the full amount of such charges within ~~thirty~~ thirty (30) days of BellSouth's request for reimbursement.

5.5.3.2 Intercarrier compensation for seven (7) or ten (10) digit dialed calls terminating to ~~<<customer_short_name>>~~Telepak Networks utilizing Local Switching shall apply as follows:

5.5.3.2.1 For calls originated by a BellSouth End User or by an End User served by resold BellSouth services, BellSouth shall not charge ~~<<customer_short_name>>~~Telepak Networks for End Office Switching at the terminating end office for use of the network component; therefore, ~~<<customer_short_name>>~~Telepak Networks shall not charge BellSouth intercarrier compensation or any other charges for termination of such calls.

5.5.3.2.2 For calls originated by a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall not charge ~~<<customer_short_name>>~~Telepak Networks for End Office Switching at the terminating end office for use of the network component; therefore, ~~<<customer_short_name>>~~Telepak Networks shall not charge the originating CLEC or BellSouth intercarrier compensation or any other charges for termination of such calls.

5.5.3.2.3 For calls originated by third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, ~~<<customer_short_name>>~~Telepak Networks is required to enter into interconnection or traffic exchange agreements with such third parties for the

exchange of traffic through BellSouth's network. ~~<<customer_short_name>>~~Telepak Networks may bill the third parties according to such agreements and shall not bill BellSouth for the exchange of traffic through BellSouth's network.

5.5.3.3 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by ~~<<customer_short_name>>~~Telepak Networks utilizing Local Switching where ~~<<customer_short_name>>~~Telepak Networks uses BellSouth's CIC for its End User's LPIC:

5.5.3.3.1 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge ~~<<customer_short_name>>~~Telepak Networks for End Office Switching –as set forth in Exhibit A at the terminating end office.

5.5.3.3.2 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge ~~<<customer_short_name>>~~Telepak Networks for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching at the terminating end office. ~~In the event that BellSouth is charged termination charges by the CLEC, BellSouth may pay such charges and <<customer_short_name>> will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.~~

5.5.3.3.3 For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, ~~<<customer_short_name>>~~Telepak Networks is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If ~~<<customer_short_name>>~~Telepak Networks does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by ~~<<customer_short_name>>~~Telepak Networks, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may~~, at its option:~~:

~~5.5.3.3.3.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to <<customer_short_name>> for each such call; or~~

~~5.5.3.3.3.2~~5.5.3.3.3.1 ~~pay such charges as billed by the third party carrier and <<customer_short_name>>~~Telepak Networks will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.

5.5.3.4 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls terminating to ~~<<customer_short_name>>~~Telepak Networks utilizing Local Switching where the originating carrier uses BellSouth's CIC for its End User's LPIC:.

5.5.3.4.1 For calls originated by a BellSouth End User or by an End User served by BellSouth resold service, BellSouth shall not charge ~~<<customer_short_name>>~~Telepak Networks for End Office Switching ~~as set forth in Exhibit A~~ at the terminating end office for use of the ~~End Office Switching~~ network component in terminating such calls. ~~<<customer_short_name>> may charge BellSouth for intercarrier compensation at the End Office Switching as set forth in Exhibit A for such calls.~~ ~~<<customer_short_name>>~~Telepak Networks shall not charge originating or terminating switched access rates to BellSouth for termination of such calls.

5.5.3.5 For calls originated by or terminating to interexchange carriers through a switched access arrangement, ~~<<customer_short_name>>~~Telepak Networks may bill the interexchange carrier in accordance with ~~<<customer_short_name>>'s~~Telepak Networks' tariff and will not bill BellSouth any charges for such call. ~~<<customer_short_name>>~~Telepak Networks shall pay BellSouth applicable charges for the use of BellSouth's network in accordance with the rates set forth in Exhibit A for originating and terminating such calls.

6 Dedicated Transport and Dark Fiber Transport

6.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by ~~<<customer_short_name>>~~Telepak Networks, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to ~~<<customer_short_name>>.~~Telepak Networks. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 6.2 below, BellSouth shall not be required to provide to ~~<<customer_short_name>>~~Telepak Networks unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

6.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

6.2.1 For purposes of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for ~~<<customer_short_name>>~~Telepak Networks as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.2.3 For purposes of this Section 6, Embedded Base Entrance Facilities means Entrance Facilities that were in service for ~~<<customer_short_name>>~~Telepak Networks as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.2.4 For purposes of this Section 6, Excess DS1 and DS3 Dedicated Transport means those ~~<<customer_short_name>>~~Telepak Networks DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 6.6 below. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

6.2.5 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.

6.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base during the Transition Period:

6.2.6.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 wire center).

6.2.6.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 wire center).

6.2.6.3 ~~A~~The initial list of wire centers meeting the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above, is attached hereto as ~~of March 10, 2005, is available on BellSouth's Interconnection Services Web site, as~~ (Exhibit C (the "Initial Wire Center List").

6.2.6.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for ~~<<<customer_short_name>>'s~~Telepak Networks' Embedded Base Entrance Facilities and only during the Transition Period.

6.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base of DS1 and DS3 Dedicated Transport and for ~~<<customer_short_name>>'s~~Telepak Networks' Excess DS1 and DS3 Dedicated Transport, as described in this Section 6.2, shall be as set forth in Exhibit B, and

the rates for ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base Entrance Facilities as described in this Section 6.2 shall be as set forth in Exhibit A. These rates shall be equal to the higher of: (i) 115% of the rate paid for that element on June 15, 2004; or (ii) 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

6.2.6.6 The Transition Period shall apply only to (1) ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base and Embedded Base Entrance Facilities; and (2) ~~<<customer_short_name>>'s~~Telepak Networks' Excess DS1 and DS3 Dedicated Transport. ~~<<customer_short_name>>~~Telepak Networks shall not add new Entrance Facilities pursuant to this Agreement. Further, ~~<<customer_short_name>>~~Telepak Networks shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 above ~~of~~ and as set forth in Section 6.2.6.10 below.

6.2.6.7 ~~Once a wire center exceeds either of the thresholds set forth in this Sections 6.2.6.1 or 6.2.6.2 above, no future~~No further DS3 Dedicated Transport unbundling will be required on routes where the wire centers at either end of the route are Tier 1 or Tier 2 wire centers.

~~6.2.6.7~~ No further DS1 Dedicated Transport unbundling will be required ~~in that~~on routes where the wire center~~.~~

6.2.6.8 ~~Once a wire center exceeds~~s at either end of the ~~thresholds set forth in Sections 6.2.6.~~route are Tier 1 ~~or 6.2.6.2 above, no future DS3 Dedicated Transport will be required in that~~ wire center~~.~~s.

6.2.6.9 No later than ~~December 9, 2005 <<customer_short_name>>~~March 10, 2006 Telepak Networks shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 1.6 above. Telepak Networks may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self provisioned facilities. For Conversions as defined in Section 1.6, such spreadsheet shall take the place of an LSR or ASR. If Telepak Networks chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated Transport circuits and UNE Entrance Facilities once converted within Telepak Networks total special access circuits and apply any discounts to which Telepak Networks is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.

6.2.6.9.1 ~~If <<customer_short_name>>~~If Telepak Networks submits the spreadsheets specified in Section 6.2.6.9 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission approved switch-as-is charges and no UNE disconnection charges.

~~6.2.6.9.1~~6.2.6.9.2If Telepak Networks fails to submit the spreadsheet(s) specified in Section 6.2.6.9 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport ~~prior to December 9, 2005~~on or before March 10, 2006, BellSouth will identify ~~<<customer_short_name>>'s~~Telepak Networks' remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

~~6.2.6.9.2~~6.2.6.9.3For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.6.9 or transitioned pursuant to Section 6.2.6.9.1 above, the applicable recurring wholesale or tariff charge shall apply to each circuit as of ~~the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.~~ March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Telepak Networks' customers service.

6.2.6.9.4 For the purposes of this Attachment, a "route" is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same route irrespective of whether they pass through the same intermediate wire center or switches, if any.

6.2.6.9.5 For the purposes of this Attachment, a "fiber-based collocator" is any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber optic cable or comparable transmission facility that: (i) terminates at a collocation arrangement within the wire center; (ii) leaves the BellSouth wire center premises; and (iii) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this Section. Dark fiber obtained from BellSouth on an indefeasible right of use basis shall be treated as non-BellSouth fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall

collectively be counted as one fiber-based collocator. For purposes of this Attachment, affiliate is defined in 47 U.S.C. § 153(1).

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

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

6.2.6.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

6.2.6.10.2 Effective ~~ten (10~~thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to ~~provide~~unbundled new DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

6.2.6.10.3 For purposes of Section 6.2.6.10.2 above, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for ~~<<customer_short_name>>~~Telepak Networks in a wire center on the Subsequent Wire Center List as of the ~~tenth (10th~~thirtieth (30th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ~~ninety (90~~one hundred and eighty (180) days after the ~~tenth (10th~~thirtieth (30th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

6.2.6.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

6.2.6.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of CNL posting, plus 15%.

6.2.6.10.6 No later than ~~forty (40~~one hundred and eighty (180) days from BellSouth's CNL identifying the Subsequent Wire Center List ~~<<customer_short_name>>~~Telepak Networks shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 1.6, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. If Telepak Networks chooses to convert the de-listed DS1 and DS3 Dedicated Transport to special access circuits, BellSouth will include such delisted DS1 and DS3 Loops and Transport once converted within Telepak Networks' total special access circuits and apply any discounts to which Telepak Networks is entitled.

6.2.6.10.6.1 ~~If <<customer_short_name>>~~If Telepak Networks submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission approved switch-as-is Conversion nonrecurring charges.

~~6.2.6.10.6.1~~6.2.6.10.6.2If Telepak Networks fails to submit the spreadsheet(s) ~~specified in Section 6.2.6.10.6 above~~ for all of its Subsequent Embedded Base within ~~forty (40~~one hundred and eighty (180) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify ~~<<customer_short_name>>'s~~Telepak Networks' remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.2.6.10.7 For Subsequent Embedded Base circuits converted pursuant to Section 6.2.6.10.6 above or transitioned pursuant to Section 6.2.6.10.6.~~1~~2 above, the applicable recurring tariff charges shall apply ~~as of the earlier of the date each circuit is converted or transitioned, as applicable, or~~ on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation of service to Telepak Networks' customers.

6.3 BellSouth shall:

6.3.1 Provide ~~<<customer_short_name>>~~Telepak Networks exclusive use of Dedicated Transport to a particular customer or carrier;

6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

6.3.3 Permit, to the extent technically feasible, ~~<<customer_short_name>>~~Telepak Networks to connect Dedicated Transport to equipment designated by ~~<<customer_short_name>>~~Telepak Networks, including but not limited to, ~~<<customer_short_name>>'s~~Telepak Networks' collocated facilities; and

6.3.4 Permit, to the extent technically feasible, ~~<<customer_short_name>>~~Telepak Networks to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.4 BellSouth shall offer Dedicated Transport:

6.4.1 As capacity on a shared facility; and

6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to ~~<<customer_short_name>>~~Telepak Networks.

6.5 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

6.6 ~~<<customer_short_name>>~~Telepak Networks may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits ~~or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent,~~ on each route where ~~the respective~~DS1 Dedicated Transport is available ~~as a Network Element.~~on an unbundled basis. Telepak Networks may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.7 Technical Requirements

6.7.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

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

6.7.2.1 DS0 Equivalent;

6.7.2.2 DS1;

6.7.2.3 DS3;

~~6.7.2.3~~6.7.2.4 STS-1; and

~~6.7.2.4~~6.7.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

6.7.3 BellSouth shall design Dedicated Transport according to its network infrastructure. ~~<<customer_short_name>>~~Telepak Networks shall specify the termination points for Dedicated Transport.

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

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

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

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

6.8 Unbundled Channelization (Multiplexing)

6.8.1 To the extent ~~<<customer_short_name>>~~Telepak Networks is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.~~544~~544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, ~~<<customer_short_name>>~~Telepak Networks may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

6.8.2 BellSouth shall make available the following channelization systems and interfaces:

6.8.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

6.8.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.8.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.8.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, ~~<<customer_short_name>>'s~~Telepak Networks' channelization equipment must adhere strictly to form and protocol standards. ~~<<customer_short_name>>~~Telepak Networks must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.9.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

6.9.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

6.9.1.1 For purposes of this Section 6.9, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending ~~September~~ September 10~~,~~, 2006.

6.9.1.2 For purposes of this Section 6.9, Embedded Base means Dark Fiber Transport that was in service for ~~<<customer_short_name>>~~Telepak Networks as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 6.9.1.45.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.9.1.3 For purposes of this Section 6.9, Embedded Base Dark Fiber Entrance Facilities means Dark Fiber Entrance Facilities that were in service for Telepak Networks as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 6.9.1.5.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

~~6.9.1.3~~6.9.1.4 For purposes of this Section 6.9, a Business Line is as defined in 47 C.F.R. § 51.5.

~~6.9.1.4~~6.9.1.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.9 only for ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base during the Transition Period:

~~6.9.1.4.1~~6.9.1.5.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center).

~~6.9.1.5~~6.9.1.6 A list of wire centers meeting the criteria set forth in Section 6.9.1.45.1 above ~~as of March 10, 2005, ("Initial List") is available on BellSouth's Interconnection Services Web site.~~attached hereto (the "Initial Wire Center List").

~~6.9.1.6~~6.9.1.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base of Dark Fiber Transport as described in Section 6.9.1.2 above shall be as set forth in Exhibit B and the rates for ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base ~~of~~ Dark Fiber Transport Entrance Facilities as described in Section 6.9.1.3 above shall be as set forth in Exhibit A. These rates shall be equal to the higher of: (i) 115% of the rate paid for that element on June 15, 2004; or (ii) 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

~~6.9.1.7~~6.9.1.8 The Transition Period shall apply only to ~~<<customer_short_name>>'s~~Telepak Networks' Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. ~~<<customer_short_name>>~~Telepak Networks shall not add new Dark Fiber Transport as described in this Section 6.9 except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 6.9.1.10 below. Further, ~~<<customer_short_name>>~~Telepak Networks shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

~~6.9.1.8 Once a wire center exceeds either of the thresholds set forth in this Section 6.9.1.4 above, no future Dark Fiber Transport unbundling will be required in that wire center.~~

6.9.1.9 Wire centers on the Initial Wire Center List exceed the threshold set forth in Section 6.9.1.5.1 above. BellSouth will not be required to provide Telepak Networks with future access to Dark Fiber Transport in those wire centers.

~~6.9.1.9~~6.9.1.10 No later than ~~June~~ September 10, 2006 ~~<<customer_short_name>>~~Telepak Networks shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.6 above. Telepak Networks may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self provisioned facilities. For Conversions as defined in Section 1.6, such spreadsheet shall take the place of an LSR or ASR. If Telepak Networks chooses to convert the Dark Fiber Transport UNE circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber Transport UNE circuits and Dark Fiber Entrance Facilities once converted within Telepak Networks total special

access circuits and apply any discounts to which Telepak Networks is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base~~.~~ of Dark Fiber Transport and Dark Fiber Entrance Facilities.

6.9.1.10.1 ~~If <<customer_short_name>>~~If Telepak Networks submits the spreadsheets specified in Section 6.9.1.10 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission approved switch-as-is charges.

~~6.9.1.9.1~~6.9.1.10.2If Telepak Networks fails to submit the spreadsheet(s) specified in Section 6.9.1.~~9~~10 above for all of its Embedded Base prior to ~~June~~ September 10, 2006, BellSouth will identify ~~<<customer_short_name>>'s~~Telepak Networks' remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.9.1.~~9~~10.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

~~6.9.1.9.2~~6.9.1.10.3For Embedded Base circuits converted pursuant to Section 6.9.1.~~9~~10 above or transitioned pursuant to Section 6.9.1.~~9.1~~10.2 above, the applicable recurring wholesale or tariff charge shall apply to each circuit as of ~~the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.~~ September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to the service of Telepak Networks' customers.

~~6.9.1.10~~6.9.1.11Modifications and Updates to the Wire Center List and Subsequent Transition Periods

~~6.9.1.10.1~~6.9.1.11.1In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.9.1.~~4~~5.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List~~".~~."

~~6.9.1.10.2~~6.9.1.11.2Effective ~~ten (10~~thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

~~6.9.1.10.3~~6.9.1.11.3For purposes of Section 6.9.1.~~10~~11, BellSouth shall make available ~~DS1 and DS3 Loops~~Dark Fiber Transport that ~~were~~was in service for ~~<<customer_short_name>>~~Telepak Networks in a wire center on the Subsequent

Wire Center List as of the ~~tenth (10th~~thirtieth (30th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ~~ninety (90~~two hundred and seventy (270) days after the ~~tenth (10th~~thirtieth (30th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

~~6.9.1.10.4~~6.9.1.11.4Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

~~6.9.1.10.5~~6.9.1.11.5The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

~~6.9.1.10.6~~6.9.1.11.6No later than ~~forty (40~~two hundred and seventy (270) days from BellSouth's CNL identifying the Subsequent Wire Center List ~~<<customer_short_name>>~~Telepak Networks shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 1.6, such spreadsheet(s) shall take the place of an LSR or ASR. If Telepak Networks chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within Telepak Networks' total special access circuits and apply any discounts to which Telepak Networks is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.9.1.11.6.1 ~~If <<customer_short_name>>~~If Telepak Networks submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission approved switch-as-is Conversion nonrecurring charges.

~~6.9.1.10.6.1~~6.9.1.11.6.2If Telepak Networks fails to submit the spreadsheet(s) ~~specified in Section 6.9.1.10.6 above~~ for all of its Subsequent Embedded Base within ~~forty (40~~two hundred and seventy (270) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify ~~<<customer_short_name>>'s~~Telepak Networks' remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

~~6.9.1.10.6.2~~6.9.1.11.6.3For Subsequent Embedded Base circuits converted pursuant to Section 6.9.1.~~10~~11.6 above or transitioned pursuant to Section 6.9.1.~~10~~11.6.~~1~~2 above, the applicable recurring wholesale or tariff charges shall apply ~~as of the earlier of the date each circuit is converted or transitioned, as applicable, or~~ on the first day after

the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to the service provided to Telepak Networks' customers.

6.10 Rearrangements

6.10.1 A request to move a working ~~<<customer_short_name>>~~Telepak Networks CFA to another ~~<<customer_short_name>>~~Telepak Networks CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates are set forth in Exhibit A.

6.10.2 Requests to re-terminate one end of a facility that is not a Change in CFA shall constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.

6.10.3 Upon request of ~~<<customer_short_name>>~~Telepak Networks, BellSouth shall project manage the Change in CFA -or re-termination of a facility as described in Sections 6.10.1 and 6.10.2 above and ~~<<customer_short_name>>~~Telepak Networks may request OC-TS for such orders.

6.10.4 BellSouth shall accept a LOA between ~~<<customer_short_name>>~~Telepak Networks and another carrier that will allow ~~<<customer_short_name>>~~Telepak Networks to connect a facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

7 Call Related Databases and Signaling

7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point (SCP) Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to ~~<<customer_short_name>>~~Telepak Networks pursuant to this Agreement.

7.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

7.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At ~~<<customer_short_name>>'s~~Telepak Networks' option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by ~~<<customer_short_name>>~~Telepak Networks.

7.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.

7.3 LIDB

7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, ~~<<customer_short_name>>~~Telepak Networks must purchase appropriate signaling links pursuant to Section 7.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

7.3.2 Technical Requirements

7.3.2.1 BellSouth will offer to ~~<<customer_short_name>>~~Telepak Networks any additional capabilities that are developed for LIDB during the life of this Agreement.

7.3.2.2 BellSouth shall process ~~<<customer_short_name>>'s~~Telepak Networks' customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to ~~<<customer_short_name>>~~Telepak Networks what additional functions (if any) are performed by LIDB in the BellSouth network.

7.3.2.3 Within two (2) weeks after a request by ~~<<customer_short_name>>~~Telepak Networks, BellSouth shall provide ~~<<customer_short_name>>~~Telepak Networks with a list of the customer data items, which ~~<<customer_short_name>>~~Telepak

Networks would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

7.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.

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

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

7.3.2.7 All additions, updates and deletions of ~~<<customer_short_name>>~~Telepak Networks data to the LIDB shall be solely at the direction of ~~<<customer_short_name>>~~Telepak Networks. Such direction from ~~<<customer_short_name>>~~Telepak Networks will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

7.3.2.8 BellSouth shall provide priority updates to LIDB for ~~<<customer_short_name>>~~Telepak Networks data upon ~~<<customer_short_name>>'s~~Telepak Networks' request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

7.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of ~~<<customer_short_name>>~~Telepak Networks customer records will be missing from LIDB, as measured by ~~<<customer_short_name>>~~Telepak Networks audits. BellSouth will audit ~~<<customer_short_name>>~~Telepak Networks records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated ~~<<customer_short_name>>~~Telepak Networks contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to ~~<<customer_short_name>>~~Telepak Networks within one (1) business day of audit. Once reconciled records are received back from ~~<<customer_short_name>>~~Telepak Networks, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact ~~<<customer_short_name>>~~Telepak Networks to negotiate a time frame for the updates, not to exceed three (3) business days.

7.3.2.10 BellSouth shall perform backup and recovery of all of ~~<<customer_short_name>>'s~~Telepak Networks' data in LIDB including sending

to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

7.3.2.11 BellSouth shall provide ~~<<customer_short_name>>~~Telepak Networks with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between ~~<<customer_short_name>>~~Telepak Networks and BellSouth.

7.3.2.12 BellSouth shall prevent any access to or use of ~~<<customer_short_name>>~~Telepak Networks data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by ~~<<customer_short_name>>~~Telepak Networks in writing.

7.3.2.13 BellSouth shall provide ~~<<customer_short_name>>~~Telepak Networks performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by ~~<<customer_short_name>>~~Telepak Networks at least at parity with BellSouth Customer Data. BellSouth shall obtain from ~~<<customer_short_name>>~~Telepak Networks the screening information associated with LIDB Data Screening of ~~<<customer_short_name>>~~Telepak Networks data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to ~~<<customer_short_name>>~~Telepak Networks under the BFR/NBR Process as set forth in Attachment 11.

7.3.2.14 BellSouth shall accept queries to LIDB associated with ~~<<customer_short_name>>~~Telepak Networks customer records and shall return responses in accordance with industry standards.

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

7.3.2.16 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.

7.3.3 Interface Requirements

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

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

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

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

7.3.3.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. ~~<<customer_short_name>>~~Telepak Networks shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. ~~<<customer_short_name>>~~Telepak Networks shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

7.4 Signaling. BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

7.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between ~~<<customer_short_name>>~~Telepak Networks designated SPOI that provide appropriate physical diversity.

7.4.1.1 Technical Requirements

7.4.1.1.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

7.4.1.1.1.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and

7.4.1.1.1.2 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

7.4.1.2 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

7.4.1.2.1 An A-link layer shall consist of two (2) links; and

7.4.1.2.2 A B-link layer shall consist of four (4) links.

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

7.4.1.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

7.4.1.3.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

7.4.2 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at ~~<<customer_short_name>>'s~~Telepak Networks' designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

7.4.3 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

7.4.3.1 Technical Requirements

7.4.3.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.

7.4.3.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.

7.4.3.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a ~~<<customer_short_name>>~~Telepak Networks local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP

messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between ~~<<customer_short_name>>~~Telepak Networks local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

7.4.3.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a ~~<<customer_short_name>>~~Telepak Networks or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a ~~<<customer_short_name>>~~Telepak Networks database, then ~~<<customer_short_name>>~~Telepak Networks agrees to provide BellSouth with the Destination Point Code for ~~<<customer_short_name>>~~Telepak Networks database.

7.4.3.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

7.4.3.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a ~~<<customer_short_name>>~~Telepak Networks or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

7.4.4 SS7

7.4.4.1 When technically feasible and upon request by ~~<<customer_short_name>>~~Telepak Networks, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with ~~<<customer_short_name>>'s~~Telepak Networks' SS7

network to exchange TCAP queries and responses with a ~~<<customer_short_name>>~~Telepak Networks SCP.

7.4.4.2 SS7 AIN Access shall provide ~~<<customer_short_name>>~~Telepak Networks SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and ~~<<customer_short_name>>~~Telepak Networks SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the ~~<<customer_short_name>>~~Telepak Networks SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

7.4.4.3 Interface Requirements

7.4.4.3.1 BellSouth shall provide the following STP options to connect ~~<<customer_short_name>>~~Telepak Networks or ~~<<customer_short_name>>~~Telepak Networks-designated Local Switching systems to the BellSouth SS7 network:

7.4.4.3.1.1 An A-link interface from ~~<<customer_short_name>>~~Telepak Networks Local Switching systems; and

7.4.4.3.1.2 A B-link interface from ~~<<customer_short_name>>~~Telepak Networks local STPs.

7.4.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

7.4.4.3.3 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

7.4.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

7.4.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

7.4.4.4 Message Screening

7.4.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from ~~<<customer_short_name>>~~Telepak Networks local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the ~~<<customer_short_name>>~~Telepak Networks switching system has a valid signaling relationship.

7.4.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from ~~<<customer_short_name>>~~Telepak Networks local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the ~~<<customer_short_name>>~~Telepak Networks switching system has a valid signaling relationship.

7.4.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from ~~<<customer_short_name>>~~Telepak Networks from any signaling point or network interconnected through BellSouth's SS7 network where the ~~<<customer_short_name>>~~Telepak Networks SCP has a valid signaling relationship.

7.4.5 SCP/Databases

7.4.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

7.4.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

7.4.5.3 Technical Requirements for SCPs/Databases

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

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

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

7.5 LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

7.6 CNAM Database Service

7.6.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name

before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides ~~<<customer_short_name>>~~Telepak Networks the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

7.6.2 ~~<<customer_short_name>>~~Telepak Networks shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to ~~<<customer_short_name>>'s~~Telepak Networks' access to BellSouth's CNAM Database Services and shall be addressed to ~~<<customer_short_name>>'s~~Telepak Networks' Local Contract Manager.

7.6.2.1 ~~<<customer_short_name>>'s~~Telepak Networks' End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.

7.6.2.2 For each ~~<<customer_short_name>>~~Telepak Networks End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 7.6.2.1 above, to a third party calling name database, to provide calling name information, if available, to ~~<<customer_short_name>>'s~~Telepak Networks' End User. ~~<<customer_short_name>>~~Telepak Networks shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an ~~<<customer_short_name>>~~Telepak Networks End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, ~~<<customer_short_name>>~~Telepak Networks shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of ~~<<customer_short_name>>'s~~Telepak Networks' End Users.

7.6.3 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill ~~<<customer_short_name>>~~Telepak Networks at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per ~~<<customer_short_name>>'s~~Telepak Networks' End Users with the Caller ID feature.

7.7 SCE/SMS AIN Access

7.7.1 BellSouth's SCE/SMS AIN Access shall provide ~~<<customer_short_name>>~~Telepak Networks the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

7.7.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to ~~<<customer_short_name>>.~~Telepak Networks. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

7.7.3 BellSouth SCP shall partition and protect ~~<<customer_short_name>>~~Telepak Networks service logic and data from unauthorized access.

7.7.4 When ~~<<customer_short_name>>~~Telepak Networks selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable ~~<<customer_short_name>>~~Telepak Networks to use BellSouth's SCE/SMS AIN Access to create and administer applications.

7.7.5 ~~<<customer_short_name>>~~Telepak Networks access will be provided via remote data connection (e.g., dial-in, ISDN).

7.7.6 BellSouth shall allow ~~<<customer_short_name>>~~Telepak Networks to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

8 Automatic Location Identification/Data Management System

8.1 911 and E911 Databases

8.1.1 BellSouth shall provide ~~<<customer_short_name>>~~Telepak Networks with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with ~~47~~ 47 C.F.R. § 51.319~~(f)~~.

8.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. ~~<<customer_short_name>>~~Telepak Networks will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1 below.

8.2 Technical Requirements

8.2.1 BellSouth's 911 database vendor shall provide ~~<<customer_short_name>>~~Telepak Networks the capability of providing updates

to the ALI/DMS database through a specified electronic interface. ~~<<customer_short_name>>~~Telepak Networks shall contact BellSouth's 911 database vendor directly to request interface. ~~<<customer_short_name>>~~Telepak Networks shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of ~~<<customer_short_name>>~~Telepak Networks and BellSouth shall not be liable for the transactions between ~~<<customer_short_name>>~~Telepak Networks and BellSouth's 911 database vendor.

8.2.2 It is ~~<<customer_short_name>>'s~~Telepak Networks' responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

8.2.3 ~~<<customer_short_name>>~~Telepak Networks shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on ~~the~~ BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

8.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to ~~<<customer_short_name>>~~Telepak Networks, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for ~~<<customer_short_name>>~~Telepak Networks to assume responsibility for such records.

8.2.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to ~~<<customer_short_name>>~~Telepak Networks that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. ~~<<customer_short_name>>~~Telepak Networks shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to ~~<<customer_short_name>>~~Telepak Networks within two (2) months following the date of the Stranded Unlock report provided by BellSouth. ~~<<customer_short_name>>~~Telepak Networks shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of ~~<<customer_short_name>>'s~~Telepak Networks' records.

8.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

8.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.

8.3.1.1 The database capability allows ~~<<customer_short_name>>~~Telepak Networks to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the ~~<<customer_short_name>>~~Telepak Networks PBX 911 End User station telephone number for the 911 call that is placed by the End User.

8.3.2 ~~<<customer_short_name>>~~Telepak Networks may order either the database capability or the transport component as desired or ~~<<customer_short_name>>~~Telepak Networks may order both components of the service.

8.3.3 911 PBX Locate Database Capability. ~~<<customer_short_name>>'s~~Telepak Networks' End User or ~~<<customer_short_name>>'s~~Telepak Networks' End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

8.3.4 Ordering, provisioning, testing and maintenance shall be provided by ~~<<customer_short_name>>~~Telepak Networks pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

8.3.5 ~~<<customer_short_name>>'s~~Telepak Networks' End User, or ~~<<customer_short_name>>'s~~Telepak Networks' End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of ~~<<customer_short_name>>~~Telepak Networks to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. ~~<<customer_short_name>>~~Telepak Networks should not submit telephone number updates for specific PBX station telephone numbers that are submitted by ~~<<customer_short_name>>'s~~Telepak Networks' End User, or ~~<<customer_short_name>>'s~~Telepak Networks' End User DMA under the terms of 911 PBX Locate product.

8.3.5.1 ~~<<customer_short_name>>~~Telepak Networks must provision all PBX station numbers in the same LATA as the E911 tandem.

8.3.6 ~~<<customer_short_name>>~~Telepak Networks agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by ~~<<customer_short_name>>'s~~Telepak Networks' End User or by any

other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by ~~<<customer_short_name>>~~Telepak Networks or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. ~~<<customer_short_name>>~~Telepak Networks is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to ~~<<customer_short_name>>'s~~Telepak Networks' End User or DMA pursuant to these terms. Specifically, ~~<<customer_short_name>>'s~~Telepak Networks' End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

8.3.7 ~~<<customer_short_name>>~~Telepak Networks may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for ~~<<customer_short_name>>'s~~Telepak Networks' End Users' telephone numbers for which it has direct management authority.

8.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires ~~<<customer_short_name>>~~Telepak Networks to order a CAMA type dedicated trunk from ~~<<customer_short_name>>'s~~Telepak Networks' End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

8.3.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the ~~<<customer_short_name>>'s~~Telepak Networks' End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. ~~<<customer_short_name>>~~Telepak Networks is responsible for connectivity between the End User's PBX and ~~<<customer_short_name>>'s~~Telepak Networks' switch or POP location. ~~<<customer_short_name>>~~Telepak Networks will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a ~~<<customer_short_name>>~~Telepak Networks purchased DS1 facility that hands

off at a DS1 or higher level digital or optical interface). ~~<<customer_short_name>>~~Telepak Networks is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

8.3.9 Ordering and Provisioning. ~~<<customer_short_name>>~~Telepak Networks will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

8.3.9.1 Testing and maintenance shall be provided by ~~<<customer_short_name>>~~Telepak Networks pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

8.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by ~~<<customer_short_name>>~~Telepak Networks pursuant to the terms and conditions set forth in Attachment 3.

9 White Page Listings

9.1 BellSouth shall provide ~~<<customer_short_name>>~~Telepak Networks and its End Users access to white pages directory listings under the following terms:

9.1.1 Listings. ~~<<customer_short_name>>~~Telepak Networks shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include ~~<<customer_short_name>>~~Telepak Networks residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between ~~<<customer_short_name>>~~Telepak Networks and BellSouth End Users. ~~<<customer_short_name>>~~Telepak Networks shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

~~9.1.2~~9.1.1 Unlisted/Non-Published End Users. ~~<<customer_short_name>>~~Telepak Networks will be required to provide to BellSouth the names, addresses and telephone numbers of all ~~<<customer_short_name>>~~Telepak Networks End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.

~~9.1.3~~9.1.1 Inclusion of ~~<<customer_short_name>>~~Telepak Networks End Users in Directory Assistance Database. BellSouth will include and maintain ~~<<customer_short_name>>~~Telepak Networks End User listings in BellSouth's Directory Assistance databases. ~~<<customer_short_name>>~~Telepak Networks shall provide such Directory Assistance listings to BellSouth at no charge.

~~9.1.4~~9.1.1 Listing Information Confidentiality. BellSouth will afford ~~<<customer_short_name>>'s~~Telepak Networks' directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

~~9.1.5~~9.1.2 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.

~~9.1.6~~9.1.3 Rates. So long as ~~<<customer_short_name>>~~Telepak Networks provides listing information to BellSouth as set forth in Section 9.1.1 above, BellSouth shall provide to ~~<<customer_short_name>>~~Telepak Networks one (1) basic White Pages directory listing per ~~<<customer_short_name>>~~Telepak Networks End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of an LSR submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

9.2 Directories. BellSouth or its agent shall make available White Pages directories to ~~<<customer_short_name>>~~Telepak Networks End User at no charge or as specified in a separate agreement between ~~<<customer_short_name>>~~Telepak Networks and BellSouth's agent.

~~9.2~~9.3 Procedures for submitting ~~<<customer_short_name>>~~Telepak Networks Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

9.3.1 ~~<<customer_short_name>>~~Telepak Networks authorizes BellSouth to release all ~~<<customer_short_name>>~~Telepak Networks SLI provided to BellSouth by ~~<<customer_short_name>>~~Telepak Networks to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), GSST. Such ~~<<customer_short_name>>~~Telepak Networks SLI

shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.

9.3.2 No compensation shall be paid to ~~<<customer_short_name>>~~Telepak Networks for BellSouth's receipt of ~~<<customer_short_name>>~~Telepak Networks SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of ~~<<customer_short_name>>'s~~Telepak Networks' SLI, or costs on an ongoing basis to administer the release of ~~<<customer_short_name>>~~Telepak Networks SLI, ~~<<customer_short_name>>~~Telepak Networks shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of ~~<<customer_short_name>>'s~~Telepak Networks' SLI, ~~<<customer_short_name>>~~Telepak Networks will be notified. If ~~<<customer_short_name>>~~Telepak Networks does not wish to pay its proportionate share of these reasonable costs, ~~<<customer_short_name>>~~Telepak Networks may instruct BellSouth that it does not wish to release its SLI to independent publishers, and ~~<<customer_short_name>>~~Telepak Networks shall amend this Agreement accordingly. ~~<<customer_short_name>>~~Telepak Networks will be liable for all costs incurred until the effective date of the agreement.

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

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