

# **BELLSOUTH® / CLEC Agreement**

***Customer Name: SBC Long Distance, LLC dba SBC Long Distance***

SBC Long Distance, LLC dba SBC Long Distance dba AT&T Long Distance -	2
Adoption of AT&T - Florida Adoption Papers	3
Signature Page	5
Amendment OSS	6
ATT LD Amendment FL - HDSL	9

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**SBC Long Distance, LLC dba SBC Long Distance**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties (Effective Date), is entered into by and between SBC Long Distance, LLC dba SBC Long Distance dba AT&T Long Distance (AT&T LD), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

**WHEREAS**, AT&T LD has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, LLC d/b/a AT&T (AT&T) dated March 14, 2006 for the state of Florida.

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

1. AT&T LD and BellSouth shall adopt in its entirety the AT&T Interconnection Agreement dated March 14, 2006 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Pages	3
Table of Contents	2
General Terms and Conditions	35
Exhibit A	10
Attachment 1	27
Attachment 2	94
Attachment 3	49
Attachment 4	83
Attachment 5	6
Attachment 6	11
Attachment 7	19
Attachment 8	40
Attachment 9	2
Attachment 10	6
Attachment 11	2

Attachment 12	9
Amendment dated 04/05/06	4
Amendment dated 04/20/06	13
<b>TOTAL</b>	<b>418</b>

2. In the event that AT&T LD consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of AT&T LD under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the AT&T Interconnection Agreement, the effective date shall be March 14, 2006.

4. AT&T LD shall accept and incorporate any amendments to the AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 10<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**SBC Long Distance, LLC dba SBC Long Distance dba AT&T Long Distance**

Bill C. Peacock  
Director-Global Access Management  
6304 Highway 5  
Douglasville, GA 30135

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

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

BellSouth Telecommunications, Inc.

SBC Long Distance, LLC dba SBC Long Distance dba AT&T Long Distance

By: 

By: 

Name: Kristen E. Shore

Name: Joe Carrisalez

Title: Director

Title: Executive Director - Regulatory

Date: 9/5/06

Date: 8-22-06

**First  
Amendment to the Agreement  
Between  
SBC Long Distance, LLC dba SBC Long Distance  
dba AT&T Long Distance  
and  
BellSouth Telecommunications, Inc.  
Dated October 5, 2006  
Florida**

Pursuant to this Amendment, (the "Amendment"), SBC Long Distance, LLC dba SBC Long Distance dba AT&T Long Distance (AT&T LD), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated 10/05/2006 (Agreement) to be effective on 10/5/2006 (Effective Date).

WHEREAS, BellSouth and AT&T LD entered into the Agreement on 10/05/2006, and;

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


1. The parties agree to delete the state specific OSS rates in Attachment 2, Exhibit A and replace with the regional rates as set forth in Exhibit 1 hereto.
2. All of the other provisions of the Agreement, dated 10/5/2006, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

**BellSouth Telecommunications, Inc.**

**SBC Long Distance, LLC dba SBC  
Long Distance dba AT&T Long  
Distance**

By: 

By: 

Name: Kristen E. Shore

Name: Bill C. Peacock

Title: Director

Title: Director

Date: 9/5/06

Date: 9/5/2006

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2 Exh A																						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)																				
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN												
													First	Add'l	First	Add'l																	
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																																	
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																																	
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMAN rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																																	
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEc		3.50	0.00	3.50	0.00																							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00																							



**SECOND AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
SBC LONG DISTANCE, LLC DBA SBC LONG DISTANCE  
DBA AT&T LONG DISTANCE  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
FLORIDA  
DATED OCTOBER 5, 2006**

Pursuant to this Amendment, (the "Amendment"), SBC Long Distance, LLC dba SBC Long Distance dba AT&T Long Distance ("AT&T LD"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 5, 2006, ("Agreement") to be effective the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and AT&T LD entered into the Agreement on October 5, 2006, and;

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

1. The Parties agree to add Section 2.3.5.1 of Attachment 2 as follows:
  - 2.3.5.1 AT&T LD's existing HDSL capable loops as of the effective date of this Amendment will be grandfathered under the Agreement until the earlier of: (1) the date AT&T LD converts the existing HDSL capable loop to another service; or (2) the expiration/termination date of the Agreement. No new HDSL capable loops may be ordered in those wire centers that have been deemed as unimpaired.
2. All of the other provisions of the Agreement dated October 5, 2006 shall remain unchanged and in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996. However, by doing so, the Parties are not waiving their right to oppose approval of this Amendment under Section 252(e)(2) or to seek judicial review of the rates contained herein.

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

**BellSouth Telecommunications, Inc.**

**SBC Long Distance, LLC dba SBC  
Long Distance dba AT&T Long  
Distance**

By: 

By: 

Name: Kristen E. Shore

Name: Joe Carrisalez

Title: Director

Title: Executive Director - Regulatory

Date: 10/13/06

Date: 10-11-06