

BELLSOUTH® / CLEC Agreement

Customer Name: ALTICOMM, INC.

ALTICOMM, INC.	2
Adoption Paper	3
Exhibit 2 - Attachment 2, Sections 4 and 5 Replacement	9

By and Between
BellSouth Telecommunications, Inc.
And
ALTICOMM, INC.

AGREEMENT

This Agreement, which shall be deemed effective thirty (30) days following the date of the last signature by the Parties is entered into by and between ALTICOMM, INC., ("ALTICOMM") a Massachusetts 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, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, ALTICOMM has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and NewSouth Communications Corp, dated May 18, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

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

1. ALTICOMM and BellSouth shall, except for those modifications identified in Paragraphs 2 - 5 following, adopt the NewSouth Interconnection Agreement dated May 18, 2001 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 NewSouth 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 Agreement	7
Exhibit 1 Title Page	1
Exhibit 1 NewSouth Agreement	383
Amendment dated 6/27/01	3

Amendment dated 6/20/01	4
Amendment dated 6/20/01	37
Amendment dated 9/24/01	204
Amendment dated 11/14/01	40
Amendment dated 2/25/02	46
Amendment dated 5/7/02	10
Amendment dated 7/8/02	2
Amendment dated 7/19/02	46
Amendment dated 9/16/02	12
TOTAL	795

2. The Parties agree to delete Section 3.31 of Attachment 1.
3. Attachment 2, Sections 4 and 5 of the Agreement are hereby deleted and replaced by the terms and conditions in Exhibit 2 to this Agreement, incorporated herein by reference.
4. Rate notes contained in Attachment 2, Exhibit C for Enhanced Extended Link (EELs) and Unbundled Port/Loop Combination of the Agreement for all states are hereby deleted and replaced by rate notes contained in Exhibit 3 to this Agreement, incorporated by reference.
5. The Parties hereby agree to delete Sections 4.2, 6.9 and 7.1 of Attachment 4 and replace with new Sections 4.2, 6.9 and 7.1 as follows:
 - 4.2 Occupancy. BellSouth will notify ALTICOMM in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). ALTICOMM will schedule and complete an acceptance walk-through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying ALTICOMM that the Collocation Space is ready for occupancy. BellSouth will correct any deviations to ALTICOMM's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If ALTICOMM has met the fifteen (15) calendar day interval(s), billing will begin upon the date of ALTICOMM's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that ALTICOMM

fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by ALTICOMM. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. ALTICOMM must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, ALTICOMM's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

- 6.9 Acceptance Walk-through. ALTICOMM will schedule and complete an acceptance walk-through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying ALTICOMM that the Collocation Space is ready for occupancy. In the event that ALTICOMM fails to complete an acceptance walk-through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by ALTICOMM on the Space Ready Date. BellSouth will correct any deviations to ALTICOMM's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame.
- 7.1 Recurring Charges. If ALTICOMM has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that ALTICOMM fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If ALTICOMM occupies the space prior to the Space Ready Date, the date ALTICOMM occupies the space becomes the new Space Acceptance Date, and billing for recurring charges begin on that date.
6. In the event that ALTICOMM 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 ALTICOMM under this Agreement.
7. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 2.1 of the NewSouth Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section

2.1 of the NewSouth Interconnection Agreement, the effective date shall be May 18, 2001.

8. ALTICOMM shall accept and incorporate any amendments to the NewSouth Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
9. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
8th Floor
600 North 19th Street
Birmingham, Alabama 35203
and

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

ALTICOMM, INC.

James Cornblatt
Director of Regulatory Affairs
P. O. Box 216
Canton, MA 02021
Phone: 617-848-8000 Ext. 165
FAX: 781-575-9221

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.

Original Signature on File

Signature

Elizabeth R. A. Shiroishi
Name

Assistant Director
Title

12/17/02
Date

ALTICOMM, INC.

Original Signature on File

Signature

Allan Stern
Name

CEO
Title

12/13/02
Date

EXHIBIT 1

4. Unbundled Network Element Combinations

4.1 For purposes of this Section, references to “Currently Combined” network elements shall mean that the particular network elements requested by ALTICOMM 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 ALTICOMM are not already combined by BellSouth in the location requested by ALTICOMM 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 ALTICOMM are not elements that BellSouth combines for its use in its network.

4.2 Enhanced Extended Links (EELs)

4.2.1 EELs are combinations of unbundled loops and unbundled dedicated transport as defined in Section 6. BellSouth shall provide ALTICOMM with EELs where they are available.

4.2.2 BellSouth will provide access to EELs in the combinations set forth in Section 4.4.1 below.

4.2.3 EELs are intended to provide service connectivity from an end user’s location through that end user’s SWC to ALTICOMM’s collocation space in a BellSouth central office. The circuit must be connected to the ALTICOMM’s switch for the purpose of provisioning circuit telephone exchange service to the ALTICOMM’s end-user customers. ALTICOMM may connect EELs within the ALTICOMM’s collocation space to other transport terminating into ALTICOMM’s switch. ALTICOMM may also connect the local loops listed in Section 4.3.1.3 to an appropriate Unbundled Local Channel to form additional EELs which terminate in ALTICOMM’s switch. Provided that the entire EEL circuit meets the criteria set forth in Section 4.3.1.3 below, the circuit may, upon ALTICOMM’s request, terminate to a CLEC’s Point of Presence (“POP”). ALTICOMM will provide a significant amount of local exchange service over the requested combination, as described in Section 4.3.1 et seq. below. Upon BellSouth’s request, ALTICOMM shall indicate under what local usage option ALTICOMM seeks to qualify. ALTICOMM shall be deemed to providing a significant amount of local exchange service over the requested combination if one of the options listed in Section 4.3.1 et seq. is met. BellSouth shall have the right to audit ALTICOMM’s EELs as specified in Section 4.3.3 below.

4.3 Conversions from Special Access Service to EELs

- 4.3.1 ALTICOMM may not convert existing special access services to combinations of loop and transport network elements, whether or not ALTICOMM self-provides its entrance facilities (or obtains entrance facilities from a third party), unless ALTICOMM uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent ALTICOMM requests to convert any special access services to combinations of loop and transport network elements at UNE prices, ALTICOMM shall provide to BellSouth a certification that ALTICOMM is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option ALTICOMM seeks to qualify for conversion of special access circuits. ALTICOMM shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
- 4.3.1.1 **Option 1:** ALTICOMM certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at ALTICOMM's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, ALTICOMM is the end user's only local service provider, and thus is providing more than a significant amount of local exchange service. ALTICOMM can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
- 4.3.1.2 **Option 2:** ALTICOMM certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. The loop-transport combination must terminate at ALTICOMM's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 4.3.1.3 **Option 3:** ALTICOMM certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire loop facility has

at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. ALTICOMM does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

4.3.2 In addition, there may be extraordinary circumstances where ALTICOMM is providing a significant amount of local exchange service but does not qualify under any of the three options set forth in Section 4.3.1 et seq. In such case, ALTICOMM may petition the FCC for a waiver of the local usage options set forth above. If a waiver is granted, then upon ALTICOMM's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

4.3.3 BellSouth may, at its sole discretion, audit ALTICOMM's records in order to verify compliance with the local usage option provided by ALTICOMM pursuant to Section 4.3.1. The audit shall be conducted by a third party independent auditor, and ALTICOMM shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, ALTICOMM shall reimburse BellSouth for the cost of the audit. If, based on the audit, ALTICOMM is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth will convert such combinations of loop and transport network elements to special access services in accordance with BellSouth's tariffs and will bill ALTICOMM for appropriate retroactive reimbursement. If the Parties disagree as to whether the audits indicate that ALTICOMM is not providing a significant amount of local exchange traffic, the dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement incorporated herein by this reference.

4.3.4 In the event ALTICOMM converts special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section, ALTICOMM shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

4.4 Rates

4.4.1 Currently Combined EELs listed below in Sections 4.4.1.1-4.1.14 shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit C of this Attachment. Currently Combined EELs not listed below shall be billed at the sum of the nonrecurring and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit C of this Attachment.

4.4.1.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

4.4.1.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

4.4.1.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

4.4.1.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

4.4.1.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

4.4.1.6 DS1 Interoffice Channel + DS1 Local Loop

4.4.1.7 DS3 Interoffice Channel + DS3 Local Loop

4.4.1.8 STS-1 Interoffice Channel + STS-1 Local Loop

4.4.1.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

4.4.1.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

4.4.1.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

4.4.1.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

4.4.1.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

4.4.1.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

4.4.2 Ordinarily Combined EELs listed above shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit C of this Attachment. Ordinarily combined EELs not listed in Sections 4.4.1.1-4.4.1.14 shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit C of this Attachment.

4.4.3 To the extent that ALTICOMM requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the Bona Fide Request Process.

4.5 UNE Port/Loop Combinations

- 4.5.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 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.
- 4.5.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, as long as such combinations are Ordinarily Combined in BellSouth's network.
- 4.5.3 Except as set forth in Section 4.5.4 below, BellSouth shall provide UNE port/loop combinations described in Section 4.5.6 below that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit C. Except as set forth in Section 4.5.4 below, BellSouth shall provide UNE port/loop combinations not described in Section 4.5.6 below or Not Typically Combined Combinations in accordance with the Bona Fide Request process.
- 4.5.4 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 4.5.4.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the 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, MSAs to ALTICOMM if ALTICOMM's customer has 4 or more DS0 equivalent lines.
- 4.5.4.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit C. If a market rate is not set forth in Exhibit C for a UNE port/loop combination, such rate shall be negotiated by the Parties.
- 4.5.5 BellSouth shall make 911 updates in the BellSouth 911 database for ALTICOMM's UNE port/loop combinations. BellSouth will not bill ALTICOMM for 911 surcharges. ALTICOMM is responsible for paying all 911 surcharges to the applicable governmental agency.
- 4.5.6 Combination Offerings
- 4.5.6.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU,

- common transport facilities termination, tandem switching, and tandem trunk port.
- 4.5.6.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 4.5.6.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 4.5.6.4 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 4.5.6.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 4.5.6.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 4.5.6.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 4.5.6.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 4.6 **Other UNE Combinations**
- 4.6.1 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to ALTICOMM in addition to those specifically referenced in this Section 4 above, where available. Such combinations shall not be connected to BellSouth tariffed services. To the extent ALTICOMM requests a combination for which BellSouth does not have methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.
- 4.6.2 Rates

- 4.6.3 The rates for Ordinarily Combined UNE Combinations shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit C of this Attachment. The rates for Currently Combined UNE Combinations shall be the sum of the recurring rates for the stand-alone network elements as set forth in Exhibit C, in addition to a nonrecurring charge set forth in Exhibit C. To the extent ALTICOMM requests a Not Typically Combined Combination, or to the extent ALTICOMM requests any combination for which BellSouth has not developed methods and procedures to provide such combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.