

BellSouth Telecommunications, Inc.

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January 18, 2001

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Network Telephone Corporation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. ~~00-00663~~

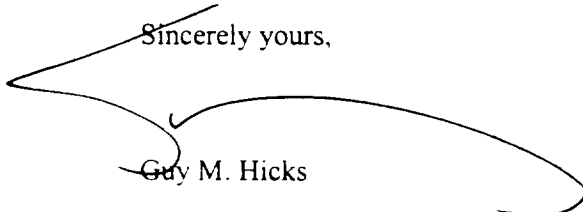
01-00077

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Network Telephone Corporation and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 21, 2000. The Amendment adds provisions for remote site physical collocation.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Mr. Brent McMahan, Vice President Regulatory & Governmental Affairs, Network Telephone Corporation

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Network Telephone Corporation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-00663~~

01-00077

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND NETWORK TELEPHONE CORPORATION
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Network Telephone Corporation ("Network Telephone") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 21, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Network Telephone and BellSouth state the following:

1. Network Telephone and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Network Telephone. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 24, 2000.

2. The parties have recently negotiated an Amendment to the Agreement which adds provisions for remote site physical collocation. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Network Telephone and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Network Telephone within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Network Telephone and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Network Telephone and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 19th day of Jan, 2001.

Respectfully submitted,

~~BELLSOUTH~~ TELECOMMUNICATIONS, INC.

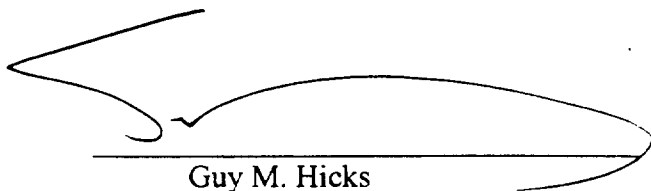
By: _____

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail:

Mr. Brent McMahan, Vice President
Regulatory & Governmental Affairs
Network Telephone Corporation
815 South Palafox Street
Pensacola, Florida 32501



Guy M. Hicks

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And Network Telephone Corporation Dated June 21, 2000**

Pursuant to this Agreement, (the "Amendment"), Network Telephone Corporation ("Network Telephone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 21, 2000 ("Agreement").

WHEREAS, BellSouth and Network Telephone entered into an Interconnection Agreement on June 21, 2000, and;

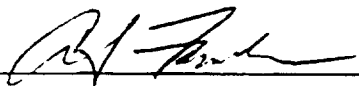
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 4 of the Agreement is hereby amended to include Attachment 4 – RS, attached hereto.
2. For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by Network Telephone prior to execution of the Agreement. The CLEC Louisiana Certification Number for Network Telephone is TSP – 00201A.
3. All of the other provisions of the Agreement, dated June 21, 2000, shall remain in full force and effect.
4. Either or both of the Parties is 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.

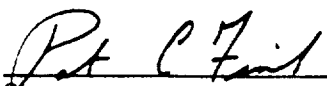
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Network Telephone Corporation

BellSouth Telecommunications, Inc.



Signature



Signature

ARVIL FOWLER

Printed Name

PATRICIA FOWLER

Printed Name

C.T.O.

Title

MANAGERIAL DIRECTOR

Title

12/1/00

Date

12/14/00

Date

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Network Telephone is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to Remote Site Collocation and the provisioning of Remote Collocation Space.

- 1.2 Right to occupy. BellSouth shall offer to Network Telephone Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to Network Telephone a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Network Telephone and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for other BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above.
- 1.2.1 In all states other than Florida, the size specified by Network Telephone may contemplate a request for space sufficient to accommodate Network Telephone's growth within a two year period. Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.2.2 In the state of Florida, the size specified by Network Telephone may contemplate a request for space sufficient to accommodate Network Telephone's growth within an eighteen (18) month period.

- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies Network Telephone that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Network Telephone's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Network Telephone. Network Telephone agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Network Telephone. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for Network Telephone as above, Network Telephone shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Network Telephone in obtaining such permission.
- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. Network Telephone will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. Network Telephone shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Network Telephone's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and charges. Network Telephone agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.7 Due Dates. In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

2. Space Notification

- 2.1 **Availability of Space.** Upon submission of an Application pursuant to Section 6, BellSouth will permit Network Telephone to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 6.5 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Network Telephone of the amount that is available.
- 2.2 **Availability Notification.** Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Network Telephone of the amount of space that is available.
- 2.2.1 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. If the amount of space requested is not available, BellSouth will notify Network Telephone of the amount that is available.
- 2.2.2 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Network Telephone of the amount of space that is available.
- 2.2.3 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Network Telephone of the amount of space that is available.
- 2.3 **Reporting.** Upon request from Network Telephone, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications

in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.3.1 The request from Network Telephone for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If Network Telephone is unable to obtain the CLLI code, from for example a site visit to the remote site, Network Telephone may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Network Telephone should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Network Telephone should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.3.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify Network Telephone and inform Network Telephone of the time frame under which it can respond.
- 2.3.3 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify Network Telephone and inform Network Telephone of the time frame under which it can respond.
- 2.4 Denial of Application. After notifying Network Telephone that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow Network Telephone, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule

said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 2.4.1 **Denial of Application.** In Mississippi, after notifying Network Telephone that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow Network Telephone, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application.
- 2.5 **Filing of Petition for Waiver.** Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Network Telephone to inspect any plans or diagrams that BellSouth provides to the Commission.
- 2.6 **Waiting List.** Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Network Telephone must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) or notify BellSouth in writing that Network Telephone wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Network Telephone does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Network Telephone from the waiting list. Upon request, BellSouth will advise Network Telephone as to its position on the list.
- 2.6.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have

submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

- 2.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.6.
- 2.8 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Network Telephone, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all Applications submitted for the first time after the effective date thereof for that jurisdiction.
3. **Collocation Options**
- 3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 Cageless. BellSouth shall allow Network Telephone to collocate Network Telephone's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Network Telephone to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, Network Telephone must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.8 following. Subject to space availability and technical feasibility, at Network Telephone's option, Network Telephone may enclose its equipment.

- 3.3 Shared (Subleased) Collocation. Network Telephone may allow other telecommunications carriers to share Network Telephone's Remote Site collocation arrangement pursuant to terms and conditions agreed to by Network Telephone ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Network Telephone shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Network Telephone that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Network Telephone.
- 3.3.1 Network Telephone shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In all states other than Florida, and in addition to the foregoing, Network Telephone shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 Network Telephone shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Network Telephone's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to technical feasibility, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the

Remote Site Location property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent Arrangement shall be constructed or procured by Network Telephone and in conformance with BellSouth's design and construction specifications. Further, Network Telephone shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

- 3.4.2 Should Network Telephone elect such an option, Network Telephone must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Network Telephone and Network Telephone's BellSouth Certified Contractor must comply with local building code requirements. Network Telephone's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Network Telephone's BellSouth Certified Contractor shall bill Network Telephone directly for all work performed for Network Telephone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Network Telephone must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Network Telephone's locked enclosure prior to notifying Network Telephone.
- 3.4.3 BellSouth maintains the right to review Network Telephone's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Network Telephone, at Network Telephone's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.4 Network Telephone shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the

BellSouth point of demarcation. At Network Telephone's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Network Telephone's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

- 3.4.5 BellSouth shall allow Shared (Subleased) Caged Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day Network Telephone's equipment becomes operational as described in Article 4.2, following.

- 4.2 Occupancy. BellSouth will notify Network Telephone in writing that the Remote Collocation Space is ready for occupancy. Network Telephone 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 interconnected service until receipt of such notice. For purposes of this paragraph, Network Telephone's telecommunications equipment will be deemed operational when connected to BellSouth's network for the purpose of service provision.

- 4.3 Termination. Except where otherwise agreed to by the Parties, Network Telephone may terminate occupancy in a particular Remote Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, Network Telephone at its expense shall remove its equipment and other property from the Remote Collocation Space. Network Telephone shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Network Telephone's Guests; provided, however, that Network Telephone shall continue payment of monthly fees to BellSouth until such date as Network Telephone has fully vacated the Remote Collocation Space. Should Network Telephone or Network Telephone's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Network Telephone or Network Telephone's Guest at Network Telephone's expense and with no liability for damage or injury to Network Telephone or Network Telephone's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon

termination of occupancy with respect to a Remote Collocation Space, Network Telephone shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Network Telephone except for ordinary wear and tear unless otherwise agreed to by the Parties. Network Telephone shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. . Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Network Telephone's failure to comply with this section.
- 5.1.2 Network Telephone shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 Network Telephone shall place a plaque or other identification affixed to Network Telephone's equipment necessary to identify Network Telephone's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 All Network Telephone equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures." Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

- 5.2 **Entrance Facilities.** Network Telephone may elect to place Network Telephone-owned or Network Telephone-leased entrance facilities into the Remote Collocation Space from Network Telephone's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. Network Telephone will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Network Telephone must contact BellSouth for instructions prior to placing the entrance facility cable. Network Telephone is responsible for maintenance of the entrance facilities.
- 5.2.1 **Shared Use.** Network Telephone may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Network Telephone collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 **Demarcation Point.** BellSouth will designate the point(s) of demarcation between Network Telephone's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Network Telephone or its agent must perform all required maintenance to Network Telephone equipment/facilities on its side of the demarcation point, pursuant to Section 5.8, following
- 5.4 **Network Telephone's Equipment and Facilities.** Network Telephone, or if required by this Attachment, Network Telephone's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Network Telephone.
- 5.5 **BellSouth's Access to Remote Collocation Space.** BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications
- 5.6 **Access.** Pursuant to Section 11, Network Telephone shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Network Telephone agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Network Telephone or Network Telephone's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Network Telephone and returned to BellSouth Access Management within 15 calendar days of Network Telephone's receipt. Failure to return properly

acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Network Telephone agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Network Telephone employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Network Telephone or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.7 Lost or Stolen Access Keys. Network Telephone shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), Network Telephone shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Network Telephone violates the provisions of this paragraph, BellSouth shall give written notice to Network Telephone, which notice shall direct Network Telephone to cure the violation within forty-eight (48) hours of Network Telephone's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Network Telephone fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Network Telephone's equipment. BellSouth will endeavor, but is not required, to provide notice to Network Telephone prior to taking such action and shall have no liability to Network Telephone for

any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct. For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Network Telephone fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Network Telephone or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Network Telephone shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.9 Presence of Facilities. Facilities and equipment placed by Network Telephone in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by Network Telephone at any time. Any damage caused to the Remote Collocation Space by Network Telephone's employees, agents or representatives shall be promptly repaired by Network Telephone at its expense.
- 5.10 Alterations. In no case shall Network Telephone or any person acting on behalf of Network Telephone make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Network Telephone. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.
- 5.11 Upkeep of Remote Collocation Space. Network Telephone shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Network Telephone shall be responsible for removing any Network

Telephone debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Ordering and Preparation of Remote Collocation Space

- 6.1 State or Federal Regulatory agency impose procedures or intervals. Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Network Telephone, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof for that jurisdiction.
- 6.2 Application for Space. Network Telephone shall submit a Remote Site Collocation Application when Network Telephone or Network Telephone's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For Network Telephone or Network Telephone's Guest(s) equipment placement, Network Telephone shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Network Telephone's Remote Collocation Space(s) in addition to the CLLI code applicable to that location. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.3.1.
- 6.4 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of the Application Fee will be due as dictated by Network Telephone's current billing cycle and is non-refundable.
- 6.5 Application Response. In Alabama, North Carolina, and Tennessee, In addition to the notice of space availability pursuant to Section 2, BellSouth will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit Network Telephone a reasonable opportunity to correct each deficiency. Network Telephone must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If Network Telephone fails to resubmit its Application as Bona Fide within this ten (10) day period, Network Telephone will lose its place in the collocation

queue. This interval excludes national holidays. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include the configuration of the space and an estimate of the interval to provide the Remote Collocation Space.

- 6.5.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.5.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Remote Site Location. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Network Telephone to place a Firm Order. When Network Telephone submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.5.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

- 6.5.4 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Remote Site Location in accordance with Section 2. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.
- 6.5.5 Application Response (Mississippi) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.5.6 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.6 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide

Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Network Telephone or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval, and BellSouth shall charge Network Telephone a Subsequent Application Fee. Major changes, such as requesting additional space or adding equipment may require Network Telephone to submit the Application with an Application Fee.

- 6.6.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply. If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Network Telephone or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Network Telephone's Bona Fide Application as a result of changes requested by Network Telephone to Network Telephone's original application, then BellSouth will charge Network Telephone a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Network Telephone to resubmit the Application with an Application Fee.
- 6.6.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Network Telephone or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Network Telephone's Bona Fide Application as a result of changes requested by Network Telephone to CLEC's original , then BellSouth will charge Network Telephone a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Network Telephone to resubmit the Application with an Application Fee.
- 6.6.3 Application Modifications (Mississippi & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Remote Site

Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Network Telephone or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Network Telephone's Bona Fide Application as a result of changes requested by Network Telephone to CLEC's original Application, then BellSouth will charge Network Telephone a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Network Telephone to resubmit the Application with an Application Fee.

- 6.6.4 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Network Telephone or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate Network Telephone's Bona Fide Application as a result of changes requested by Network Telephone to CLEC's original Application, then BellSouth will charge Network Telephone a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Network Telephone to resubmit the Application with an Application Fee.
- 6.6.5 Application Modifications (Kentucky). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Network Telephone or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Network Telephone's Bona Fide Application as a result of changes requested by Network Telephone to Network Telephone's original Application, then BellSouth will charge Network Telephone a

Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Network Telephone to resubmit the Application with an Application Fee.

- 6.7 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, Network Telephone shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Bona Fide Firm Order to BellSouth. A Firm Order shall be considered Bona Fide when Network Telephone has completed the Application/Inquiry process described in Section 6.3, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to Network Telephone's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2, in which case Network Telephone must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If Network Telephone fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If Network Telephone fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of an Application Response, the Application will expire.
- 6.7.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Network Telephone shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Network Telephone has completed the Application/Inquiry process described in Section 6.3, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to Network Telephone's Bona Fide Application or the Application will expire.
- 6.7.2 Bona Fide Firm Order (Kentucky & Mississippi). Network Telephone shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Network Telephone has completed the Application/Inquiry process described in Section 6.3,

preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to Network Telephone's Bona Fide Application or the Application will expire.

- 6.7.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Network Telephone's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.8 BellSouth will permit one accompanied site visit to Network Telephone's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to Network Telephone.
- 6.9 Network Telephone must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of 30 calendar days prior to the date Network Telephone desires access to the Remote Collocation Space. Network Telephone may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Network Telephone desires access to the Collocation Space after submitting such a request but prior to Access being approved, BellSouth shall permit Network Telephone to access the Collocation Space, accompanied by a security escort at Network Telephone's expense. Network Telephone must request escorted access at least three (3) business days prior to the date such access is desired.
- 6.10 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for Remote Site collocation arrangements within a maximum of 90 calendar days from receipt of an Application, or as agreed to by both parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Network Telephone or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

- 6.10.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Network Telephone cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 6.10.2 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Network Telephone or seek a waiver from this interval from the Commission.
- 6.10.3 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not

limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Network Telephone or seek a waiver from this interval from the Commission.

- 6.10.4 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Network Telephone or seek a waiver from this interval from the Commission.
- 6.10.5 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping

intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Network Telephone or seek a waiver from this interval from the Commission.

- 6.10.6 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with Network Telephone or seek a waiver from this interval from the Commission.
- 6.11 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, excluding the time interval required to secure the appropriate government licenses and permits or additional public or private rights of way, BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Network Telephone with the estimated completion date in its Response.
- 6.12 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.13 Acceptance Walk Through. Upon request, Network Telephone will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Remote Collocation Space requested from BellSouth by Network Telephone. BellSouth will correct any deviations to Network Telephone'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.
- 6.14 Use of BellSouth Certified Supplier. Network Telephone shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications. BellSouth shall provide Network Telephone with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Network Telephone's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Network Telephone upon successful completion of installation. The

BellSouth Certified Supplier shall bill Network Telephone directly for all work performed for Network Telephone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Network Telephone or any supplier proposed by Network Telephone. All work performed by or for Network Telephone shall conform to generally accepted industry guidelines and standards.

- 6.15 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Network Telephone shall be responsible for placement, monitoring and removal of alarms used to service Network Telephone's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 6.16 Basic Telephone Service. Upon request of Network Telephone, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.17 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit A of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Network Telephone may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and Network Telephone may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, Network Telephone may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Network Telephone, such information will be provided to Network Telephone in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Network

Telephone within 180 calendar days of BellSouth's written denial of Network Telephone's request for physical collocation, and (ii) Network Telephone was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then Network Telephone may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Network Telephone must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 6.18 Cancellation. If, at anytime prior to space acceptance, Network Telephone cancels its order for the Remote Collocation Space(s), Network Telephone will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. Network Telephone will be billed the applicable non recurring rate for any and all work processes for which work has begun.
- 6.19 Licenses. Network Telephone, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 6.20 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

- 7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due as dictated by Network Telephone's current billing cycle.
- 7.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Network Telephone's equipment. Network Telephone shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible
- 7.3 Power. BellSouth shall make available -48 Volt (-48V) DC power for Network Telephone's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at

Network Telephone's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Network Telephone's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

- 7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Network Telephone's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Network Telephone's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Network Telephone's option, Network Telephone may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.4 Security Escort. A security escort will be required whenever Network Telephone or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. The parties agree that a security escort will not be required for remote site collocation. However, if one is needed, the parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.
- 7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Network Telephone shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Network Telephone. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount

agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

- 7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by Network Telephone's current billing cycle. Network Telephone will pay a late payment charge as specified in the current State Tariff.

8. Insurance

- 8.1 Maintain Insurance. Network Telephone shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

- 8.2 Coverage. Network Telephone shall maintain the following specific coverage:

- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Network Telephone's real and personal property situated on or within BellSouth's Remote Site Location.
- 8.2.4 Network Telephone may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 Limits. The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Network Telephone to at least such minimum limits as shall

then be customary with respect to comparable occupancy of BellSouth structures.

- 8.4 All policies purchased by Network Telephone shall be deemed to be primary. All policies purchased by Network Telephone shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all Network Telephone's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Network Telephone fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Network Telephone.
- 8.5 Submit certificates of insurance. Network Telephone shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Network Telephone shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Network Telephone's insurance company. Network Telephone shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375
- 8.6 Conformance to recommendations made by BellSouth's fire insurance company. Network Telephone must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If Network Telephone's net worth exceeds five hundred million dollars (\$500,000,000), Network Telephone may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Network Telephone shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Network Telephone in the event that self-insurance status is not granted to Network Telephone. If BellSouth approves Network Telephone for self-insurance, Network

Telephone shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Network Telephone's corporate officers. The ability to self-insure shall continue so long as Network Telephone meets all of the requirements of this Section. If Network Telephone subsequently no longer satisfies this Section, Network Telephone is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

8.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Network Telephone to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. **Mechanics Liens**

9.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Network Telephone), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. **Inspections**

10.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of Network Telephone's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Network Telephone's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Network Telephone adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Network Telephone with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

- 11.1 The security and safety requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own Remote Site Location either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, proceeding, or authorized agents of Network Telephone will be permitted in the BellSouth Remote Site Location. Network Telephone shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Network Telephone name. BellSouth reserves the right to remove from its Remote Site Location any employee of Network Telephone not possessing identification issued by Network Telephone or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Network Telephone shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Network Telephone shall be solely responsible for ensuring that any Guest of Network Telephone is in compliance with all subsections of this Section 11.
- 11.1.1 Network Telephone will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Network Telephone employee being considered for work on the BellSouth Remote Site Location, for the states/counties where the Network Telephone employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.1.2 Network Telephone will be required to administer to their personnel assigned to the BellSouth Remote Site Location security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 Network Telephone shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Network Telephone shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Network Telephone personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that Network Telephone chooses not to advise BellSouth of the nature

and gravity of any misdemeanor conviction, Network Telephone may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 11.1.4 For each Network Telephone employee requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Network Telephone shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Network Telephone will disclose the nature of the convictions to BellSouth at that time. In the alternative, Network Telephone may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.5 At BellSouth's request, Network Telephone shall promptly remove from the BellSouth's Remote Site Location any employee of Network Telephone BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Network Telephone is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BST reserves the right to interview Network Telephone's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Network Telephone's Security contact of such interview. Network Telephone and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Network Telephone's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Network Telephone for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Network Telephone's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Network Telephone for BellSouth property which is stolen or damaged where an investigation determines the culpability of Network Telephone's employees, agents, or contractors and where Network Telephone agrees, in good faith, with the results of such investigation. Network Telephone shall notify BellSouth in

writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Remote Site Location, any employee found to have violated the security and safety requirements of this section. Network Telephone shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location.

- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Remote Collocation Space

- 12.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Network Telephone's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Network Telephone's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Network Telephone, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes,

walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Network Telephone may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Network Telephone's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Network Telephone. Where allowed and where practical, Network Telephone may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Network Telephone shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Network Telephone's permitted use, until such Remote Collocation Space is fully repaired and restored and Network Telephone's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where Network Telephone has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, Network Telephone shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement

13. Eminent Domain

- 13.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and Network Telephone shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

- 14.1 Attachment is not exclusive. Network Telephone understands that this Attachment is not exclusive and that BellSouth may enter into similar

BellSouth Remote Site Collocation

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agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/Network Telephone RATES – ALABAMA REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$869.18
PE1RB	Cabinet Space *	Per Rack/Bay	\$230.19	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.19
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.74
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.11
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element

ICB/TBD rates will be on an Individual Case Basis .

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone RATES – FLORIDA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$874.14
PE1RB	Cabinet Space *	Per Rack/Bay	\$232.50	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.20
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.45
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.13
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone RATES – GEORGIA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$931.61
PE1RB	Cabinet Space *	Per Rack/Bay	\$224.82	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$25.88
PE1SR	Space Availability Report*	Per premises requested	N/A	\$229.02
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$74.22
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone RATES – KENTUCKY
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.91
PE1RB	Cabinet Space *	Per Rack/Bay	\$224.41	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.60
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.82
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.13
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/Network Telephone RATES – LOUISIANA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.25
PE1RB	Cabinet Space *	Per Rack/Bay	\$257.01	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.49
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.02
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone RATES – MISSISSIPPI
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.60
PE1RB	Cabinet Space *	Per Rack/Bay	\$241.11	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.43
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.01
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone RATES – NORTH CAROLINA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$865.34
PE1RB	Cabinet Space *	Per Rack/Bay	\$254.02	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.06
PE1SR	Space Availability Report*	Per premises requested	N/A	\$230.60
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$74.74
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone RATES – SOUTH CAROLINA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$871.12
PE1RB	Cabinet Space *	Per Rack/Bay	\$246.44	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.25
PE1SR	Space Availability Report*	Per premises requested	N/A	\$232.25
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.27
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/Network Telephone RATES – TENNESSEE
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$872.95
PE1RB	Cabinet Space *	Per Rack/Bay	\$219.37	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.23
PE1SR	Space Availability Report*	Per premises requested	N/A	\$232.12
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.23
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Network Telephone agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Network Telephone shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Network Telephone should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Network Telephone to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Network Telephone will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Network Telephone space with proper notification. BellSouth reserves the right to stop any Network Telephone work operation that

imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Network Telephone are owned by Network Telephone. Network Telephone will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Network Telephone or different hazardous materials used by Network Telephone at BellSouth Facility. Network Telephone must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Network Telephone to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Network Telephone will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Network Telephone will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Network Telephone must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Network Telephone shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Network Telephone agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Network Telephone further agrees to cooperate with BellSouth to ensure that Network Telephone's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Network Telephone, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and	• Std T&C 450

BellSouth Remote Site Collocation

Attachment 4 - RS

	regulations Pollution liability insurance EVET approval of contractor	• Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as

defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions