

4.4.17 Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements) will include testing consistent with industry standards. Testing of SS7 interconnection shall include completion of all tests described in CCS Network Interconnection Testing documents defined by the Internetwork Interoperability Test Plan (IITP).

5. Message Screening

5.1 BellSouth shall set message screening parameters so as to accept messages from TCG local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the TCG switching system has a legitimate signaling relationship.

5.2 BellSouth shall set message screening parameters so as to accept messages destined to/from an TCG local or tandem switching system or to/from an TCG Service Control Point (SCP) from any signaling point or network interconnected to the BellSouth SS7 network with which the TCG switching system has a legitimate signaling relationship.

6 STP Requirements

6.1 BellSouth shall provide Message Transfer Part (MTP) and Signaling Connection Control Point (SCCP) protocol interfaces in accordance with sections relevant to the MTP or SCCP in the following specifications:

6.2 Bellcore GR-905-CORE, Issue 1 [or its successor(s)] Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection (SNI), MTP, and Integrated Services Digital Network User Part (ISDNUP).

7. SS7 Network Interconnection

- 7.1 SS7 Network Interconnection (see Figure 1 below) is the interconnection of TCG Signaling Transfer Points (STPs) and TCG local or tandem switching systems with the BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), TCG local or tandem switching systems and other third-party switching systems directly connected to BellSouth SS7 network.

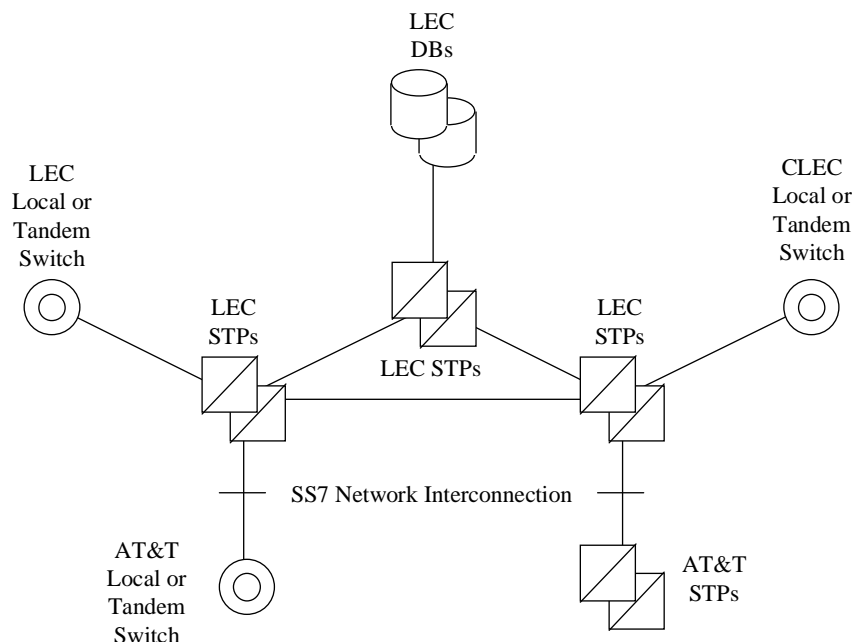


FIGURE 1. SS7 NETWORK INTERCONNECTION

- 7.2 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 7.2.1 BellSouth local or tandem switching systems;
 - 7.2.2 BellSouth DBs; and
 - 7.2.3 Other third-party local or tandem switching systems.
- 7.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and TCG or other third-party switching systems with direct access to the BellSouth SS7 network.
- 7.4 In particular Figure 2 depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of TCAP messages. If traffic is routed based on dialed or translated digits between an TCG local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic callback, Automatic

Recall, and Screening List Editing) between the TCG local STPs and the BellSouth or other third-party local switch -- assuming that there is a written agreement between TCG and the third-party local switch.

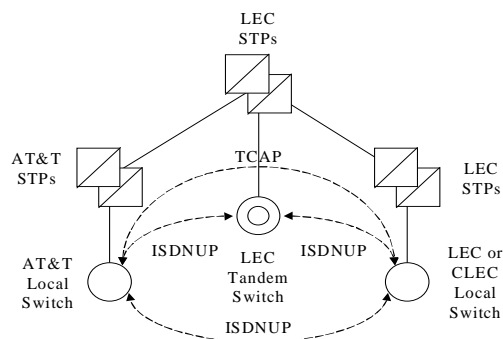


FIGURE 2 INTERSWITCH TCAP SIGNALING FOR SS7 NETWORK INTERCONNECTION

- 7.5 Once the capability exists to route messages based on ISNI, the Parties will mutually agree upon technically feasible routing methods consistent with applicable industry standards.
- 7.6 SS7 Network Interconnection shall provide:
 - 7.6.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 7.6.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 7.6.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 7.7 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an TCG local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of TCG local STPs and shall not include SCCP Subsystem Management of the destination.
- 7.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 7.9 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

- 7.10 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 7.11 Interface Requirements**
- 7.11.1 The following SS7 Network Interconnection interface options are available to connect TCG or TCG-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
- 7.11.2 A-link interface from TCG local or tandem switching systems; and
- 7.11.3 B-link interface from TCG STPs.
- 7.12 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 7.13 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 7.14 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 7.15 BellSouth shall set message screening parameters to accept messages from TCG local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the TCG switching system has a valid signaling relationship.
- 7.16 BellSouth shall offer the following SS7 Network Interconnection options to connect TCG or TCG-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 7.16.1 A-link interface from TCG local or tandem switching systems; and
- 7.16.2 D-link interface from TCG STPs.

7.17 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

7.17.1 An A-link layer shall consist of two links, as depicted in Figure 3.

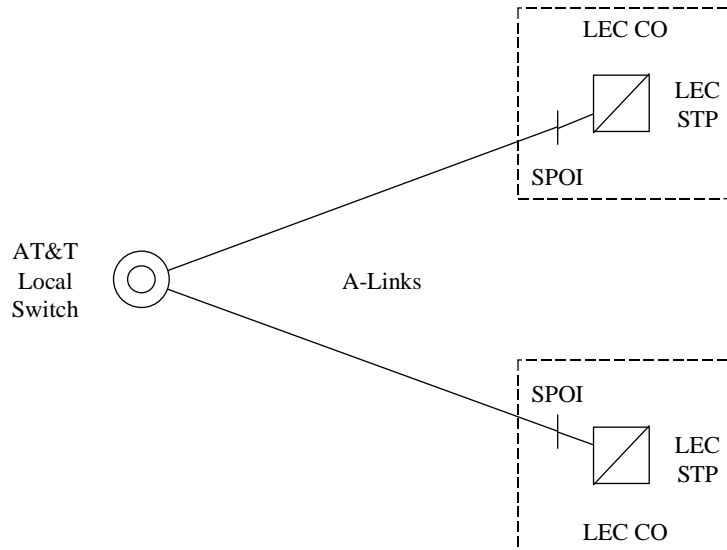


FIGURE 3. A-LINK INTERFACE

7.17.2 A D-link layer shall consist of four links, as depicted in Figure 4.

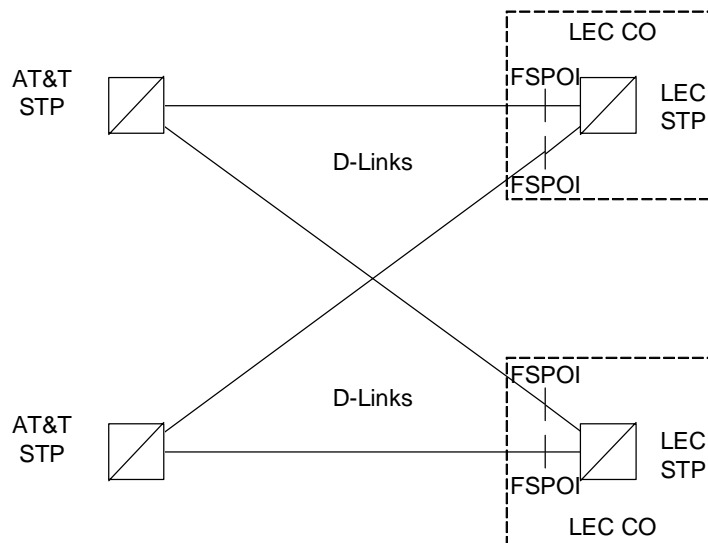


FIGURE 4. D-LINK INTERFACE

- 7.18 The Facilities Signaling Point of Interconnection (FSPOI) for each link shall be located at a cross-connect element, such as a DSX-1. These are located in each of BellSouth 38 LATAs. If the serving GSTP is not in the same LATA as the FSPOI, BellSouth will extend the link to the GSTP at its own expense. There shall be a DS1 or higher rate transport interface at each of the FSPOIs. Each signaling link shall appear as a DS0, or DS1 channel within the DS1 or higher rate interface. BellSouth shall offer DS1 rate signaling links for interconnecting TCG local switching systems or STPs with BellSouth GSTPs as soon as these become approved ANSI standards and available capabilities of BellSouth GSTPs.
- 7.19 The Parties agree to implement intraoffice diversity for the signaling links so that no single failure of intraoffice facilities or equipment shall cause the failure of any two links in a layer connecting to one of BellSouth GSTPs.
- 7.20 BellSouth shall set message screening parameters to block or accept messages from TCG local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the TCG switching system has a legitimate signaling relation.
- 7.21 **BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service**
- 7.21.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At TCG's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by TCG.
- 7.21.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.
- 8 **Trunk Forecasting and Servicing Requirements**
- 8.1 The Parties agree to provide non-binding trunk forecast information to each other twice a year pursuant to the provisions of this Agreement. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement. The semi-annual forecasts shall include:
- 8.2 Yearly forecasted quantities of trunks for traffic that originates on or transits its network to the other network for three (current and plus 1 and plus 2) years where possible;

- 8.3 The use of Common Language Location Identifier, described in Bellcore documents BR 795-100-100 and BR 795-400-100 and;
- 8.4 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 8.5 In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to TCG, TCG must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If TCG refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.
- 8.6 The Parties agree that trunk forecasts are non-binding and are based on the information available to each respective Party at the time the forecasts are prepared. The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Unforecasted trunk demands, if any, by one Party will be accommodated by the other Party as soon as practicable based on facility availability. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. For a non binding forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability to perform if the trunks are not available for use at the required time.
- 8.7 With respect to two way trunks, if differences in semi-annual forecasts provided by either Party vary by more than 96 DS0 two-way trunks for each Local Interconnection Trunk Group, then the Parties shall meet to reconcile the forecast to within 96 DS0 trunks.
- 8.8 For BellSouth-to-TCG one-way trunk groups ("BellSouth Trunk Groups") that are the trunk groups that do not carry overflow traffic ("Final Trunk Groups"), BellSouth and TCG shall monitor traffic on each interconnection BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized BellSouth Final Trunk Groups pursuant to the provisions of Section 4.1 of this Attachment 3.

- 8.9 BellSouth's Carrier Interconnection Switching Center (CISC) will notify TCG of any under-utilized BellSouth Final Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated TCG interface. TCG will provide concurrence with the disconnection in fourteen (14) business days or will provide specific information supporting why the trunks should not be disconnected. If TCG fails to provide such information, TCG shall be considered to have concurred with BellSouth's request. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which TCG expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with TCG to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to TCG. The due date of these orders will be four weeks after TCG was first notified in writing of the underutilization of the trunk groups.
- 8.10 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 8.11 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 8.12 Both Parties will manage the capacity of their interconnection trunk groups. BellSouth will issue an ASR to TCG to order changes BellSouth desires to the BellSouth interconnection trunk groups based on BellSouth's capacity assessment. TCG will issue an ASR to BellSouth to order changes TCG desires to the TCG interconnection trunk groups based on TCG's capacity assessment.
- 8.13 Either Party may issue a Trunk Group Service Request ("TGSR") to the other Party to order changes it desires to the interconnection trunk groups based on its capacity assessment. The Party receiving the TGSR will, within ten (10) business days, respond with an ASR or an explanation of why it believes an ASR is inappropriate.
- 8.14 The Party submitting an ASR will provide complete and accurate tie down inventory assignments in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order by use of a Design Layout Record. Additional tie down information, such as span information, may be required when applicable.
- 8.15 The Parties will prepare ASRs pursuant to the industry standard guidelines of the OBF. When submitting an ASR, BellSouth will identify TCG's end office in the SEC LOC field of the ASR form.
- 8.16 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.

- 8.17 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than ten (10) business days, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. Where feasible, either Party will expedite installation, upon the other Party's request.
- 8.18 Major projects shall be limited to those projects that require the coordination and execution of multiple orders or related activities between and among BellSouth and TCG work groups specifically relating to: (i) the initial establishment of local interconnection trunk groups; (ii) extending service into a new area; (iii) NXX code moves; (iv) facility grooming; or (v) network rearrangements. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Several orders submitted at one time may not be classified as a major project without the consent of the submitting Party. Each Party will identify a single point of contact who will be responsible for overall coordination and management of a major project through an agreed completion point.
- 8.19 As provided herein, TCG and BellSouth agree to exchange escalation lists which reflect contact personnel including vice president level officers. These lists shall include name, department, title, phone number, and fax number for each person. TCG and BellSouth agree to exchange an up-to-date list promptly following changes in personnel or information.
- 9 Interference or Impairment
- 9.1 Within three (3) business days of receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.
- 10 Local Dialing Parity
- 10.1 BellSouth and TCG shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and TCG shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.
- 11 **NETWORK MAINTENANCE**
- 11.1 The Parties will work cooperatively to install and maintain a reliable network. TCG and BellSouth will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to

achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

- 11.2 Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.

12 **Outage Notification and Repair Standard**

- 12.1 Planned Outages. BellSouth will use best efforts to notify TCG of any significant planned BellSouth network outage in substantially the same time and manner as it provides notice to itself or to its End User Customers, its Affiliates, or any other party. Upon such notice, TCG may submit a reasonable request for additional information relevant to the scheduled BellSouth network outage and BellSouth may provide such information to the extent the scheduled maintenance activity may impact TCG and such information is reasonably necessary for TCG to identify and analyze potential risks associated with such an outage. BellSouth may expedite or delay scheduled BellSouth network outages as a result of unscheduled maintenance or other unforeseen events. In those instances where BellSouth will not perform a scheduled network outage at the announced times, BellSouth will make best efforts to provide TCG with as much notice as is reasonably possible concerning the changed schedule.
- 12.2 Unplanned Outage. For purposes of this section, a significant unplanned BellSouth network outage is defined as set forth below, which is consistent with 47 CFR 63.100, which includes but is not limited to:
 - 12.2.1.1 An outage which potentially affects a 911 special facility is defined as a significant service degradation, switch or transport, where rerouting to the same or an alternative answering location was not implemented, and involves one or more of the following situations:
 - 12.2.1.2 Isolation of one or more Public Service Answering Points (PSAPs) for 24 hours or more, if the isolated PSAPs collectively serve less than 30,000 or more access lines, based on the carrier's database of lines served by each PSAP; or
 - 12.2.1.3 Loss of call processing capabilities in the E911 tandem(s), for 30 minutes or more, regardless of the number of customers affected; or
 - 12.2.1.4 Isolation of one or more PSAP(s), for 30 or more minutes, if the isolated PSAPs collectively serve 30,000 or more access lines, based on the carrier's database of lines served by each PSAP; or
 - 12.2.1.5 Isolation of an end office switch or host/remote cluster, for 30 minutes or more, if the switches collectively serve, 30,000 or more access lines; or

- 12.2.1.6 Conditions described in BellSouth's Operational Understanding Guide.
- 12.2.2 In accordance with BellSouth's Operational Understanding Guide, TCG will subscribe to the email list server in order to receive email notifications on a 24X7 basis of BellSouth service disruptions that meet the criteria for FCC reportable events. BellSouth will use the same thresholds, processes and schedule for notifying TCG as it does for internal purposes. The email notification shall consist of the same information that BellSouth provides to the FCC in reporting on an unplanned network outage. BellSouth will include all information available to BellSouth at the time such report is submitted, including but not limited to: (a) central office or offices affected; (b) OSS application or CLLI affected; (c) geographic area(s) affected; (d) description of trouble; and (e) date and time of trouble.
- 12.2.3 TCG may submit a request to the BellSouth CISC for a subsequent email report, which BellSouth will provide to TCG as soon as BellSouth has such information following such outage and no later than 30 days following the unplanned network outage.
- 12.2.4 As needed, TCG may request that the Parties meet to share contact information and review BellSouth's outage restoral processes and notification processes.
- 12.3 Notice of Changes Section 251(c)(5)
- 12.3.1 If BellSouth makes a change in the information necessary for the transmission and routing of services using BellSouth's network, or any other change in its network which it believes will materially affect the interoperability of its network with TCG's network, BellSouth shall provide at least ninety (90) days advance written notice of such change to TCG, and shall use all reasonable efforts to provide at least one hundred eighty (180) days notice where practicable, provided, however that if a longer period of notice is required by the FCC's or Commission's rule, including, e.g., the Network Disclosure rules set forth in the FCC Regulations.
- 13 **Joint Network Implementation and Grooming Process.** TCG and BellSouth shall jointly develop an implementation and grooming process which shall define and detail, inter alia,
- 13.1 standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BellSouth's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using an average busy hour design blocking objective of B.01;
- 13.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

- 13.3 migration from one-way to two-way Interconnection Trunks upon mutual agreement of the Parties;
- 13.4 the procedures to govern any TCG request for information concerning available BellSouth network facilities; and
- 13.5 additional technically feasible and geographically relevant IPs or methods of Interconnection; and
- 13.6 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

14 Interconnection Compensation

- 14.1 Reciprocal Compensation includes all telecommunications traffic (including ISP-Bound Traffic as that term is defined herein) exchanged pursuant to this Agreement, other than Exchange Access Traffic as defined in Section 14.12.1 or Transit Traffic as defined in Section 18 of this Attachment. The Parties shall bill each other for all Reciprocal Compensation Traffic as set forth in Sections 14.7 et seq. except for the following types of traffic:
 - 14.1.1 Traffic as defined in Section 14.8.1.2 of this Attachment; and
 - 14.1.1.1 Transit Traffic as defined in Section 18 of this Attachment.
- 14.2 For avoidance of any doubt about the scope of Reciprocal Compensation Traffic, and without limiting the foregoing reference to “all telecommunications traffic,” the Parties agree that the following types of traffic shall be compensated as Reciprocal Compensation Traffic in accordance with this Section:
 - 14.2.1 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (“ISP”) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA and is a subset of “information access”. Information access is defined as the provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC’s jurisdiction.
 - 14.2.2 Local Traffic, which is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in the originating Party’s tariff. Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

- 14.3 Nothing in this Agreement shall be construed in any way to constrain either Party's choices regarding the size of the local calling areas that it may establish for its end users.
- 14.4 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.
- 14.5 Transport and Termination Functions – Reciprocal compensation provides compensation for both Call Transport and Termination of the applicable traffic between the originating carrier's point of interconnection and the last point of switching. The terminating Party shall assess, and the originating party shall pay, compensation in accordance with this section. Each Party shall assess the equivalent (symmetrical) rates set forth in this Agreement for the specified transport and termination function it provides in the transport and termination of Reciprocal Compensation Traffic.
- 14.5.1 For purposes of this Attachment, transport is the transmission and any necessary tandem switching of telecommunications traffic subject to section Reciprocal Compensation of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 14.5.2 Where reciprocal Traffic is transported via a Party's dedicated trunk group, whether to an end office switch or a tandem switch, the dedicated transport rates set forth in this Agreement shall apply in addition to the applicable per minute of use rate elements. To the extent a rate associated with the dedicated transport is not set forth in Exhibit A, the rate shall be negotiated by the parties or where applicable, shall be as set forth in the appropriate Party's Commission filed and effective tariff for switched access services.
- 14.5.3 For purposes of this Attachment, Termination is the switching of telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.
- 14.6 Notwithstanding the definitions of Reciprocal Compensation Traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and TCG agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or TCG that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and TCG further agree to the rebuttable

presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or TCG that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

- 14.7 With the exception of traffic set forth in Section 14.8 below, all Reciprocal Compensation Traffic that is exchanged pursuant to this Agreement shall be compensated as follows, irrespective of the transport and termination provided for the completion of such traffic:
 - 14.7.1 Commencing on the Effective Date and continuing until the Expiration Date of this Agreement, \$.0007 per minute of use.
 - 14.7.2 For ISP-bound Traffic exchanged during the year 2004 until the Expiration Date of this Agreement, compensation on a yearly basis shall be billed by the terminating Party and paid by the originating Party on ISP-bound Traffic minutes up to a ceiling of ISP-bound minutes, which shall be calculated in accordance with the FCC's ISP Order on Remand. To calculate the ceiling on ISP bound Traffic minutes, the Parties shall first determine the total number of minutes of use of ISP Traffic (as defined in this Agreement) terminated by one Party for the other Party for the three-month period commencing January 1, 2001 and ending March 31, 2001. The Parties shall then multiply this number of minutes by 4.4, and the resulting product shall be the terminating Party's "2001 ISP Annualized Traffic Cap." The total number of minutes of use of ISP Traffic for which one Party may receive compensation from the other Party for any calendar year following the Effective Date of this Agreement shall equal 1.1 times that Party's 2001 ISP Annualized Traffic Cap.
 - 14.7.3 No other per MOU charges shall apply to the carriage of Reciprocal Compensation Traffic by either Party for the other Party except as set forth above. Compensation for Transit Traffic shall be as set forth in this Attachment.
 - 14.7.4 In no event shall this Agreement have any effect on the rates applicable to non-ISP Bound Traffic and ISP Bound Traffic prior to the Effective Date of this Agreement or on any claims by either Party for non-payment of such charges. The rates applicable to ISP Bound Traffic under this Agreement pursuant to the FCC ISP Order shall in no event be deemed to apply retroactively prior to the Effective Date of this Agreement.
- 14.8 **Exclusions from Reciprocal Compensation.**
 - 14.8.1 Reciprocal Compensation Traffic shall not include the following types of traffic:
 - 14.8.1.1 Exchange Access Traffic (Switched Access Traffic). Exchange Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of non-Local Intrastate IntraLATA, Intrastate InterLATA, and Interstate InterLATA traffic, with the exception of any mandatory local calling areas that cross LATA boundaries. If BellSouth or TCG is

the other Party's end user's presubscribed interexchange carrier or if an end user uses BellSouth or TCG as an interexchange carrier on a 101XXXX basis, BellSouth or TCG will charge the other Party the appropriate tariff charges for originating switched access services.

- 14.8.1.2 Traffic that originates from, or terminates to, a subscriber line that TCG provides, where TCG does not own, lease from a third party or otherwise provide its own switch(es).
- 14.8.1.3 To Transit Traffic, as defined in this Attachment of this Agreement. Transit Traffic does not include traffic originating from or terminating to TCG customers utilizing resold BellSouth services and such traffic should be addressed consistent with Attachment 1 of this Agreement. Transit Traffic also does not include UNE-P traffic, which shall be treated consistent with Section 14.8.1.2 above. Transit Traffic shall be compensated and billed in accordance with Section 19 of this Attachment.
- 14.9 For the purposes of this Attachment 3, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.
- 14.10 For the purposes of this Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 14.11 For the purposes of this Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 14.12 "IP Enabled Services" includes, but is not limited to, services and applications that rely on internet protocol for all or part of the transmission of a call. IP Enabled Services could include the digital communications capabilities of increasingly higher speeds, that use a number of transmission network technologies, and that generally have in common the use of internet protocol. IP enabled applications could include capabilities based on higher-level software that can be invoked by the customer or on the customer's behalf to provide functions that make use of communications services.
- 14.12.1 Exchange Access Traffic includes the following category of IP Enabled Service: 1+ interLATA calls that: (1) use ordinary customer premises equipment (such as a traditional telephone) with no enhanced functionality; (2) originate and terminate on the public switched telephone network (PSTN); (3) undergo no Net Protocol Conversion as defined in 14.12.2 below; and (4) provide no enhanced functionality to end users that result from the provider's use of IP technology. To the extent that the FCC finds that this type of IP Enabled Service is not exchange access service, or is not otherwise subject to access charges, then the Parties shall amend the Agreement in accordance with Section 9 of the General Terms and Conditions.

- 14.12.2 A “Net Protocol Conversion” occurs when a call originates in one protocol (e.g. IP) and terminates in another protocol (e.g. TDM).
- 14.12.3 For traffic that originates from a traditional telephone device and terminates to a non-telecommunications device (“Phone-to-Computer”) or originates from a non-telecommunications device and terminates to a traditional telephone device (“Computer-to-Phone”), the Parties have been unable to agree as to whether Voice over Internet Protocol (“VOIP”) transmissions which cross local calling area boundaries constitute Exchange Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party’s position as to the jurisdictional nature of VOIP, the Parties agree to abide by any effective and applicable FCC and/or state commission rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.
- 14.13 The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However, without prejudice to either Party’s position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and subject to the Parties’ agreement to the terms of Sections 14.7, and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other reciprocal compensation, intercarrier compensation or switched access in connection with the exchange of any traffic as described in the first sentence of this paragraph. Once the FCC issues an Effective Order addressing this issue, the Parties agree to amend this Interconnection Agreement to comply with the Order on a prospective basis only within thirty (30) days of either Party’s written request. No “true-up” shall be required in connection with such an Effective Order. Nothing in this Section 5.3.4 is intended to change the way that the Parties treat ISP-bound traffic in accordance with the FCC’s ISP Order on Remand.
- 14.14 Billing POI Compensation. If BellSouth establishes a BPOI, TCG agrees to pay to BellSouth Interoffice Dedicated Transport and any associated Multiplexing for BellSouth to transport BellSouth’s originated Local and ISP-bound Traffic over BellSouth facilities from the BPOI as described in Section 1.8.3 of this Attachment to the POI. Such Interoffice Dedicated Transport shall be priced as set forth in Exhibit A. The Interoffice Dedicated Transport mileage shall be the airline mileage between the Vertical and Horizontal (“V&H”) coordinates of the BPOI and the V&H coordinates of the BellSouth POI. The Interoffice Dedicated Transport charges for BPOI shall be billed based on the actual volume of traffic in increments of 8.9M minutes, which is a DS3 equivalent. BellSouth will not assess charges for an additional DS3 until the additional 8.9M-minute threshold is met.
- 14.15 Charges for Trunks and Associated Dedicated Facilities. Compensation for trunks and associated dedicated facilities shall be handled in accordance with Section 1.6-1.6.2 of this Attachment.

- 14.16 Percent Local Use. Each Party will report to the other a Percentage Local Usage (“PLU”). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. BellSouth shall report quarterly PLU factors to TCG. BellSouth and TCG shall also provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth’s Jurisdictional Reporting Factors Guide, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company’s option be utilized to determine the appropriate reciprocal compensation to be paid.
- 14.17 Percent Local Facility. Each Party shall report to the other a PLF. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth’s Jurisdictional Reporting Factors Guide.
- 14.18 Percentage Interstate Usage. For combined interstate and intrastate TCG traffic terminated by BellSouth over the same facilities, TCG will be required to provide a projected Percentage Interstate Usage (“PIU”) to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth’s Intrastate Access Services Tariff will apply to TCG. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company’s option be utilized to determine the appropriate reciprocal compensation to be paid.
- 14.19 Audits. On thirty (30) days’ written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. BellSouth and TCG shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU, PLF, and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to

the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

15 Toll Free Traffic

15.1 If TCG chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all TCG originating Toll Free traffic shall be delivered using either GR-394 format with Carrier Code "0110" and a mutually agreed upon Circuit Code or GR-317-CORE format as appropriate.

15.2 All post-query Toll Free calls for which TCG performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXC's, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

16 **INTRALATA 8YY TRAFFIC COMPENSATION**

16.1 Where an intraLATA 8YY call originates on the physical network of one of the Parties within one exchange and terminates on the network of the other Party, (as the 8YY service provider) in either the same exchange or other local calling area associated with the originating exchange as defined and specified in the originating Party's tariff the Parties agree that the call will be identified as subject to reciprocal compensation in the same manner as provided for in Section 14 above.

16.2 The Parties will meet within 60 days of the Effective Date of this Agreement to develop a mutually acceptable process for implementing this provision.

16.3 Traffic exchanged between the Parties pursuant to Section 16.1 are billed to and paid for by the terminating 800/8YY Service Provider, regardless of which Party performs the 800 query.

16.4 Records for 8YY Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8YY customers. Records required for billing end users purchasing 8YY Services shall be provided pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

17 Meet Point Billing Compensation

17.1 "Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" is an arrangement whereby TCG and BellSouth jointly provide Exchange Access Traffic service to an Interexchange Carrier ("IXC"), with each Party receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs. TCG and BellSouth will establish meet-point billing ("MPB") arrangements to provide a common transport option to IXC's via BellSouth's access tandem, in

accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as may otherwise be modified herein. The arrangements described in this Section 9 are intended to be used to provide Exchange Access Traffic service that originates and/or terminates on a Telephone Exchange Service, as defined in Section 3 (47) of the Act that is provided by TCG and is routed to or from an IXC interconnected to BellSouth's tandem switch.

- 17.2 Neither Party will assess the other charges for the provision of Exchange Access Traffic service associated with Meet Point Billing Traffic as described in Section 18.1. Each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by TCG as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic.
18. Transit Traffic Service. BellSouth shall provide tandem switching and transport services for TCG's Transit Traffic. Transit Traffic is traffic originating on TCG's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to TCG's network. Transit Traffic consists of local Transit Traffic and Exchange Access Transit Traffic. Rates for local Transit Traffic shall be the applicable composite rate as set forth in Exhibit A to this Attachment. Exchange Access Transit Traffic shall be meet-point billed in accordance with the BellSouth Interstate or Intrastate Switched Access tariffs. Exchange Access Transit Traffic presumes that TCG's end office is subtending the BellSouth Access Tandem for switched access traffic to and from TCG's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as Transit Traffic from a routing or billing perspective. Wireless Type 2A traffic or a third party CLEC utilizing BellSouth switching (UNE-P or resale CLEC) shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or third party CLEC utilizing BellSouth switching (UNE-P or resale CLEC) have the capability to properly meet-point-bill in accordance with Multiple Exchange Carrier Access Billing ("MECAB") guidelines. Transit Traffic does not include traffic originating from or terminating to TCG end-users utilizing resold BellSouth services.
- 18.1 The Parties agree that TCG will deliver any intraLATA toll traffic, as defined by reference to a terminating independent telephone companies' (ICO) local calling area, to the originating TCG end user's intraLATA toll provider, and the originating and terminating carriers will bill originating and terminating access, as appropriate, to that toll provider. TCG is not allowed to send its originating non-

local traffic terminating to an ICO via BellSouth as Transit Traffic, but is required to deliver such traffic to the presubscribed interexchange carrier (PIC) of the originating TCG end user. Such non-local traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area. In Georgia, the parties have already implemented the routing arrangement described above in accordance with the Georgia Transit Docket Number 16772-U. In all other states, the Parties agree to establish a seventy-five (75) day transition period, with such period beginning on the date of execution of this Agreement, to allow TCG to implement routing changes needed to comply with this section.

18.2 Subject to the provisions set forth above, BellSouth agrees to route Transit Traffic originated by TCG to the terminating carrier. In the event of a billing dispute between BellSouth and any third party arising from the termination of TCG's Transit Traffic to such third party, TCG will work cooperatively with BellSouth in determining the appropriateness of such billing and will share relevant documentation related to the billing dispute and TCG will support the position that such third party should contact TCG directly regarding the compensation, if any, applicable to such traffic.

18.3 Where TCG is the terminating carrier, TCG shall not charge BellSouth, as the transiting party, for any third party originated traffic delivered to TCG by BellSouth. Transit Traffic is excluded from any BellSouth billing guarantees. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. BellSouth will not be liable to TCG or any third party for any compensation associated with the origination or termination of TCG's Transit Traffic.

19 **911 Arrangements**

19.1 **Definition**

19.2 911 Arrangements are arrangements for routing 911 calls from TCG Customers to the appropriate Public Safety Answering Point (PSAP), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area. BellSouth shall provide 911 Arrangements to TCG in accordance with the provisions below in areas where TCG is authorized to provide local exchange service and BellSouth is the 911 system provider. The provisions in this Attachment apply only to 911 Arrangements provided as Ancillary Functions. 911 functionality for Unbundled Network Element Combinations and for Local Services Resale shall be governed by provisions in Attachment 2 (Unbundled Network Elements) and Attachment 1 (Local Services Resale) of this Agreement. In providing 911 Arrangements to TCG, BellSouth shall comply with all laws, rules and regulations concerning emergency services. Basic 911 and E911 functions provided to TCG shall be at least equal in quality and functionality with the support and services that the BellSouth provides to its own retail customers for such similar functionality.

19.3 **Technical Requirements**

19.3.1 E911 Trunks, Interconnection to 911 Tandem

19.3.1.1 At TCG's request, BellSouth and TCG shall establish dedicated trunk groups to route E911 calls placed by TCG Customers to the appropriate BellSouth 911 tandem or selective router. Trunks shall be established as CAMA MF trunks until SS7 connectivity is available. When SS7 connectivity is available, BellSouth shall provide written notification to TCG of such availability. Trunks shall thereafter be established with SS7 signaling, at TCG's option.

19.3.1.1 TCG shall order such 911 trunks and trunk groups, including trunk and trunk group augmentations, via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area. BellSouth shall provision 911 trunks within thirty (30) calendar days of receipt of TCG's order or such shorter time as may be established by law, rule, regulation or Commission order. Alternatively, at its option, TCG may provide the trunks. Regardless of which party provides the trunks. Prior to placing a trunk in service BellSouth and TCG shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.

19.3.1.2 BellSouth shall assure sufficient capacity at the 911 tandem or selective router to meet TCG's requests for interconnection within thirty (30) days after receipt of the request. There shall be no limit on the number of trunks used by TCG to connect to the 911 tandem or selective router to ensure P.01 grade of service. P.01 grade of service is the minimum recommended grade of service for 911 trunk groups. Interconnection to the 911 tandem shall be established to provide path and route diversity.

19.3.2 BellSouth shall provide the following information to TCG, and shall promptly notify TCG of any changes:

19.3.2.1 BellSouth processes and requirements for ordering trunks for 911 trunks and interconnection to the 911 tandem or selective router.

19.3.2.2 Trunk group specifications.

19.3.2.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.

19.3.2.4 Description of BellSouth's diversity for facility routing.

19.3.2.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, the hours that maintenance is available, and the 8YY number that the BellSouth provides for access to 24X7 support for 911 arrangements. BellSouth shall provide contact names and numbers, escalation lists, and the hours that maintenance is available.

20 **911 Call Routing**

20.1 BellSouth shall route E911 calls delivered by TCG to BellSouth's 911 tandems or selective routers to PSAPs in the same manner that BellSouth routes E911 calls from its own retail customers.

21 **Automatic Location Identification/Data Management System (ALI/ DMS)**

21.1 BellSouth shall provide an electronic interface to the ALI/DMS database, through which TCG or its agent may provide a daily update of TCG Customer information. BellSouth shall provide TCG with the record input format, consistent with NENA-02-001 (NENA Recommended Formats for Data Exchange). BellSouth shall provide error reports from the ALI/DMS data base to TCG immediately after TCG or its agent enters information into the ALI/DMS database. BellSouth shall defend and indemnify TCG against any claims resulting from BellSouth's delay or failure in processing TCG Customer information or providing error reports.

21.2 If an electronic interface to the ALI/DMS database is not available, BellSouth shall establish interim processes and procedures to receive and process TCG Customer information within one (1) business day. BellSouth shall defend and indemnify TCG against any claims resulting from errors in processing the TCG Customer information.

21.3 BellSouth shall provide TCG query access to the ALI/DMS database to verify the accuracy of TCG Customer information.

LOCAL INTERCONNECTION - Tennessee														Attachment: 3 Exh: A						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
Intercarrier Compensation for Local Traffic and ISP-bound Traffic																				
	Single rate for Local Traffic and ISP-bound Traffic, per MOU								0.0007											
TANDEM SWITCHING																				
	Multiple Tandem Switching, per MOU (applies to initial tandem only)								0.0009778											
	Local Intermediary Charge, per MOU (1/1/2006 - 12/31/2006)								0.0015											
	Local Intermediary Charge, per MOU (1/1/2007 - 12/31/2007)								0.0020											
	Local Intermediary Charge, per MOU (1/1/2008 - expiration)								0.0025											
TRUNK CHARGE																				
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.59bk	8.09bk									
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.59bk	8.09bk									
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00											
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0174bk											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	18.58bk	55.39bk	17.37bk	27.96bk	3.51bk							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0174bk											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	17.98bk	55.39bk	17.37bk	27.96bk	3.51bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0174bk											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	17.98bk	55.39bk	17.37bk	27.96bk	3.51bk							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.3562bk											
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	77.86bk	112.40bk	76.27bk	19.55bk	14.99bk							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	2.34bk											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	848.99bk	395.29bk	176.56bk	109.04bk	105.91bk							
LOCAL CHANNEL - DEDICATED TRANSPORT																				
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	15.29bk	199.33bk	24.16bk	54.81bk	4.80bk							
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	16.18bk	201.53bk	24.83bk	55.52bk	5.51bk							
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	32.25bk	277.35bk	233.26bk	33.18bk	22.30bk							
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	611.30bk	595.37bk	304.50bk	215.82bk	151.15bk							
LOCAL INTERCONNECTION MID-SPAN MEET																				
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00										
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00										
MULTIPLEXERS																				
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	80.77	141.87	77.11	14.51	13.46							
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62							
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	17.58	6.07	4.66									
SIGNALING (CCS7)																				
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
	CCS7 Signaling Termination, Per STP Port						UDB	PT8SX	138.41											
	CCS7 Signaling Connection, Per DS1 level link (A link)						UDB	TPP6A	17.84	130.84	130.84				20.35	0.00	0.00	0.00		
	CCS7 Signaling Connection, Per DS3 level link (A link)						UDB	TPP9A	17.84	130.84	130.84				20.35	0.00	0.00	0.00	0.00	
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)						UDB	TPP6B	17.84	130.84	130.84				20.35	0.00	0.00	0.00	0.00	
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)						UDB	TPP9B	17.84	130.84	130.84				20.35	0.00	0.00	0.00	0.00	

LOCAL INTERCONNECTION - Tennessee														Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.3bk										
		Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	0.00	0.00	0.00
		CCS7 Signaling Usage, Per TCAP Message					0.0000916										
		CCS7 Signaling Usage, Per ISUP Message					0.0000373bk										
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

Attachment 4

Collocation

BELLSOUTH**PHYSICAL AND VIRTUAL COLLOCATION****1. Scope of Attachment**

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when TCG is physically collocated as a sole occupant or as a Host within a BellSouth Premises (as hereinafter defined) location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers; all buildings or similar structures owned, or leased, or otherwise controlled by BellSouth that house its network facilities, and all land owned, leased, or otherwise controlled by BellSouth that is adjacent to these central offices, wire centers, buildings and structures (hereinafter "BellSouth Premises"). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to TCG collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. If BellSouth provides collocation to other telecommunications carriers, or to a BellSouth Affiliate, BellSouth will provide the same collocation to TCG at rates, terms and conditions no less favorable to TCG than those provided by BellSouth to other telecommunications carriers, or to a BellSouth Affiliate. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow TCG to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by TCG and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 The size specified by TCG may contemplate a request for space sufficient to accommodate TCG's growth within a twenty-four (24) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate TCG's requested space preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase TCG's cost or materially delay TCG's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service TCG wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically

- occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises, including unutilized space held by TCG and other collocated telecommunications carriers in BellSouth's Premises. TCG will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.4.1 If physical Collocation Space is needed to accommodate another telecommunication carrier's request for physical collocation or BellSouth's own immediate space needs, BellSouth may provide notice, which must be in writing, to TCG requesting that TCG release unutilized Collocation Space to BellSouth. BellSouth may reclaim from TCG any physical Collocation Space that is not being "efficiently used" or that cannot be proven to be needed within the two (2) year planning period. This term ("efficiently used") shall mean that substantially all of the floor space is taken up by TCG's collocated equipment as described in Section 5.1 of this Attachment. In addition, BellSouth may reclaim, for the same reasons as those stated above, any space that is not being used at all to house TCG's equipment and/or facilities for collocation purposes. TCG will have one hundred eighty (180) calendar days from receipt of notice by BellSouth to TCG of the need for such physical Collocation Space to ensure that such space is being used in accordance with the terms and conditions herein and shall be responsible to justify to the Commission, if the Commission requires such justification.
- 1.5 Use of Space. TCG shall use the Collocation Space for the purpose of installing, maintaining and operating TCG's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to TCG may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.6 BellSouth will provide virtual collocation, in accordance with applicable FCC and Commission rules and orders.
- 1.7 BellSouth shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible.

- 1.8 Rates and Charges. TCG agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.9 Collocation Billing. Upon TCG's request, BellSouth will separate TCG's collocation charges between the Monthly Recurring Charges (MRCs) and the nonrecurring charges (NRCs) by establishing two unique Billing Account Numbers (BANs) for each collocation arrangement in a BellSouth Central Office. One BAN will be used to capture all of TCG's MRCs and the other BAN will be used to capture all of TCG's NRCs for the collocation arrangement. Separate bills will be sent to the location specified by TCG for each type of charge.

The billing label for the bills containing the MRCs for TCG's collocation arrangements will be "Expanded Interconnection Services". The billing label for the bills that reflect the NRCs for TCG's collocation arrangements will be "Collocation".

BellSouth will provide "split billing" for no more than two (2) BANs per collocation arrangement. When TCG submits an Initial Application then the initial rate for split billing, as set forth in Exhibit B, will be applied in addition to the Initial Application Fee. When TCG submits a Subsequent Application that contains new recurring or nonrecurring charges, the subsequent split billing rate, as set forth in Exhibit B, in addition to the appropriate Subsequent Application Fee will apply. Only when an Initial or Subsequent Application contains new recurring or nonrecurring charges will the appropriate initial or subsequent split bill rate apply.

- 1.10 If any due date contained in this Attachment falls on a weekend or a National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.
- 1.11 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Space Availability Report. Upon request from TCG, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by TCG.

The request from TCG for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the BellSouth Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) calendar days of receipt of such request. BellSouth will respond in ten (10) calendar days to a request for a Space Availability Report for up to and including five (5) BellSouth Premises within the same state. The response time for a request for a Space Availability Report of more than five (5) BellSouth Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar-day response time, BellSouth shall notify TCG and inform TCG of the time frame under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow TCG to collocate TCG's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow TCG to have direct access to TCG's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where TCG's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, TCG must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At TCG's expense, TCG will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (hereinafter referred to as Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, TCG and TCG's BellSouth Certified Supplier must comply with the more stringent local building code requirements. TCG's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with TCG and provide, at TCG's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for TCG's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. TCG's BellSouth Certified Supplier shall bill TCG directly for all work performed for TCG to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by TCG's BellSouth Certified Supplier. TCG must provide the local

BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any circumstances. Except in the case of an emergency, BellSouth will not access TCG's locked enclosure prior to notifying TCG at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. BellSouth shall notify TCG in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse TCG the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for TCG to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. TCG shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that TCG shall immediately provide BellSouth with such new keys. TCG will remit any and all BellSouth bills for a lost or stolen Access Key to the applicable BellSouth Central Office Manager. Upon request, BellSouth shall construct the enclosure for TCG.

- 3.2.1 BellSouth may elect to review TCG's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify TCG of its desire to execute this review in BellSouth's response to the Initial Application, if TCG has indicated its desire to construct its own enclosure. If TCG's Initial Application does not indicate its desire to construct its own enclosure, and TCG subsequently decides to construct its own enclosure prior to the BellSouth Application Response, as defined in Section 6.11 of this Attachment, then TCG will submit an application modification, indicating its desire to construct its own enclosure, and no additional application fees will be assessed by BellSouth. If TCG subsequently decides to construct its own enclosure after the firm order (hereinafter "Firm Order"), TCG will submit a Subsequent Application, as defined in Section 6.3 of this Attachment. If BellSouth elects to review TCG's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the Subsequent Application firm order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of TCG's plans and specifications. Regardless of whether or not BellSouth elects to review TCG's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to TCG's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from TCG. BellSouth shall require TCG to remove or correct within seven (7) calendar days, at TCG's expense, any structure that does not meet TCG's plans and specifications or BellSouth's Specifications, as applicable.

- 3.3 Shared Caged Collocation. TCG may allow other telecommunications carriers to share TCG's caged collocation arrangement, pursuant to the terms and conditions agreed to by TCG (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to

TCG. BellSouth shall be notified in writing by TCG upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by TCG that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and TCG. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Attachment between BellSouth and TCG.

- 3.3.1 TCG, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment. TCG is also responsible for ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide TCG with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, TCG shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 TCG 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 TCG's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Transfer of Collocation Space
- 3.4.1 Transfer of Collocation Space. TCG shall be allowed to transfer collocation space to or from another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, who will not unreasonably withhold permission; (3) there are no unpaid, undisputed collocation balances⁴ between BellSouth and the transferring

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⁴Any disputed bills are governed by interconnection agreements and contracts which already exist between the parties.

- CLEC; and (4) the transfer of the collocation space is in conjunction with TCG's sale or purchase of all, or substantially all, of the in-place collocation equipment to the same CLEC.
- 3.4.2 When TCG is transferring collocation space to another CLEC, TCG's responsibilities shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all access devices to BellSouth.
- 3.4.3 When the transfer of collocation space is to TCG from another CLEC, TCG's responsibilities shall include: (1) submitting an application to BellSouth for transfer of the collocation arrangement; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and the transferring CLEC. It is the responsibility of BellSouth to ensure that the above responsibilities are completely satisfied and the transfer of space is done as quickly as possible.
- 3.5 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and subject only to reasonable safety and maintenance requirements. An Adjacent Arrangement shall be procured by TCG or constructed by the TCG's BellSouth Certified Supplier and must be in conformance with BellSouth's design and construction Specifications. Further, TCG shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

If TCG requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, TCG must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, TCG and TCG's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. TCG's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. TCG's BellSouth Certified Supplier shall bill TCG directly for all work performed for TCG to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by TCG's BellSouth Certified Supplier. TCG must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any circumstances. BellSouth shall notify TCG in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse TCG the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for TCG to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. TCG shall

have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that TCG shall immediately provide BellSouth with such new keys. TCG will remit any and all BellSouth bills for a lost or stolen card, key or access device to the applicable BellSouth Central Office Manager. Except in the case of an emergency, BellSouth will not access TCG's locked enclosure prior to notifying TCG at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

TCG must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its firm order. BellSouth shall review TCG's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure TCG's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from TCG for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to TCG's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from TCG. BellSouth shall require TCG to remove or correct within seven (7) calendar days, at TCG's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable, unless the Parties mutually agree to an alternative time frame.

- 3.5.3 TCG shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At TCG'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 those applicable to any other physical collocation arrangement. Where TCG has elected to construct the adjacent enclosure itself, BellSouth shall deliver to TCG the requested ground space thirty (30) days after BellSouth receives TCG's Bona Fide Firm Order, unless BellSouth requests an extension of that time, which TCG will not unreasonably withhold. BellSouth will provide DC power in an adjacent enclosure provided that such provisioning can be done in compliance with all applicable national electrical and safety code or any local codes, such as but not limited to zoning codes, provided that BellSouth and TCG can agree upon a reasonable price for the provision of this service, and provided that BellSouth and TCG can negotiate a reasonable provisioning interval.
- 3.5.4 If physical collocation space becomes available in a previously exhausted BellSouth structure, BellSouth must not require TCG to move or prohibit TCG from moving, a collocation arrangement into that structure in accordance with the rates terms and conditions of this Attachment. Instead, BellSouth must continue to allow TCG to collocate in any adjacent controlled environmental vault, or similar structure that TCG

has constructed or otherwise procured unless otherwise agreed to by the Parties or as ordered by a Commission.

- 3.6 Direct Connect. BellSouth will permit TCG to directly interconnect between its own virtual/physical Collocation Space within the same central office by utilizing a Direct Connect. TCG shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by TCG. TCG-provisioned DC's shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable of the actual common cable support structure used by TCG to provision the Direct Connects between its virtual/physical Collocation Spaces. In those instances where TCG's virtual/physical Collocation Space is contiguous in the central office, TCG will have the option of using TCG's own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. TCG will deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. TCG may not self-provision Direct Connects on any BellSouth distribution frame, POT, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). TCG is responsible for ensuring the integrity of the signal.

To place an order for Direct Connects, TCG must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of Direct Connects are requested, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response to TCG.

- 3.7 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit TCG to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another collocated telecommunications carrier within the same BellSouth Premises. Both TCG's agreement and the other collocated telecommunications carrier's agreement must contain the CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXCs between the two collocated carriers. TCG is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

TCG must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by TCG. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. TCG shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated

telecommunications carrier to which it will be cross-connecting. The TCG-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used by TCG to provision the CCXC to the other collocated telecommunications carrier. In those instances where TCG's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, TCG may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. TCG shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. TCG shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). TCG is responsible for ensuring the integrity of the signal.

To place an order for CCXCs, TCG must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of CCXCs, are requested, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to TCG.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify TCG in writing when the Collocation Space is ready for occupancy (Space Ready Date). TCG will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in TCG's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. The new Space Ready Date will be calculated by adding no more than seven (7) calendar days from the date that any deviations are agreed to by the Parties as a result of the walkthrough, if a walkthrough has been conducted. The correction of these deviations from TCG's original request shall be at BellSouth's expense. Within fifteen (15) days of the new Space Ready Date, or as otherwise mutually agreed to by the Parties, another acceptance walkthrough will be conducted. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. At the end of the acceptance walkthrough or after all deviations are corrected, TCG will execute a written document accepting the Collocation Space, and billing will begin from that date. In the event TCG fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by TCG on the most recent Space Ready Date and billing will commence from that date. If TCG decides to occupy the space prior to the Space Ready Date, the date TCG occupies the space is deemed the new Space Acceptance

Date and billing will begin from that date. TCG must notify BellSouth in writing that its collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice. For the purposes of this paragraph, TCG's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, TCG may terminate its occupancy of a particular Collocation Space, in whole or in part, by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that TCG and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that TCG signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and TCG jointly conduct an inspection, confirming that TCG has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements. The particular disconnect fees that would apply are contained in Exhibit B of this Attachment. BellSouth may terminate TCG's right to occupy Collocation Space in the event TCG fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives TCG thirty (30) calendar days' prior written notice of the failure to comply and gives TCG an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Section 1.14 of Attachment 7, Billing.

- 4.2.1 Upon termination of occupancy, TCG, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by the TCG from the Collocation Space. TCG shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of TCG's Guest(s), unless TCG's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the TCG removal date. TCG shall continue the payment of all monthly recurring charges to BellSouth until the date TCG, and if applicable TCG's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If TCG or TCG's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the "Termination Date", BellSouth shall have the right to remove and dispose of the equipment and any other property of TCG or TCG's Guest(s), in any manner that BellSouth deems fit, at TCG's expense and with no liability whatsoever for TCG's property or TCG's Guest(s)'s property. Upon

termination of TCG's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and TCG shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by TCG, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. TCG's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. TCG shall be responsible for the cost of removing any TCG constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), by the "Termination Date" and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any Affiliate, subsidiary, or other party.
- 5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunications services the requesting carrier seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in Sections 5.1 and 5.2 must not cause the equipment to significantly increase the burden on BellSouth's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching

modules, fiber distribution frames, splitters, concentrators, cross connect systems, switching equipment other than traditional circuit switches and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment.

Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on the BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single function equipment.

- 5.4 Whenever BellSouth objects to collocation of equipment by TCG for purposes within the scope of section 25 1 (c) (6) of the Act, BellSouth shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications (NEBS) performance standards or any other performance standards. If BellSouth denies collocation of TCG's equipment, citing safety standards, BellSouth must provide to TCG within five (5) business days of the denial a list of all equipment that BellSouth locates at the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends TCG's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that TCG's equipment does not satisfy; BellSouth's basis for concluding that TCG's equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.
- 5.5 TCG shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event TCG submits an application for terminations that will exceed

the total capacity of the collocated equipment, TCG will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.6 Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, TCG will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375 listing any equipment in the Collocation Space that was added during the calendar quarter for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. This shall be defined as "Secured Equipment". If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.7 TCG shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.8 TCG shall place a plaque or affix other identification (e.g., stenciling) to TCG's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify TCG's equipment in the case of an emergency.
- 5.9 Entrance Facilities. TCG may elect to place TCG-owned or TCG-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. TCG will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. If TCG desires to place cable other than fiber, BellSouth shall permit interconnection using copper or coaxial cable if such interconnection is first approved by the Commission. TCG will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to TCG's equipment in the Collocation Space. In the event TCG utilizes a non-metallic, riser-type entrance facility, a splice will not be required. TCG must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. TCG is responsible for the maintenance of the entrance facilities. At TCG's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.

Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity

exists. Upon receipt of a request by TCG for dual entrance facilities to its physical Collocation Space, BellSouth shall provide TCG with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to TCG's Collocation Space. The location of the serving manhole(s) will be as close as reasonably possible to the BellSouth Premises housing the Collocation Space, but determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to TCG in the Application Response.

5.9.3 Shared Use. If BellSouth or an existing third party interconnector has installed fiber entrance cable into a BellSouth Premises and TCG wishes to connect its riser cable to this fiber entrance cable, TCG may lease or purchase any available non-working dark fiber entrance cable from BellSouth or the third party interconnector at the BellSouth Premises cable vault. TCG must arrange with BellSouth to perform the splice of BellSouth's or the third party interconnector's available non-working dark fiber entrance cable to TCG's fiber riser cable in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT. TCG must also provide a LOA from the third party interconnector authorizing BellSouth to perform the splice of TCG's- riser cable to the entrance cable owned by the third party interconnector. If TCG desires to allow another telecommunications carrier to connect its fiber riser cable to TCG's available non-working dark fiber entrance cable that terminates into a BellSouth Premises, this telecommunications carrier must arrange for BellSouth to perform the cable splice in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from TCG authorizing BellSouth to perform the splice of this telecommunications carrier's fiber riser cable to the available non-working dark fiber entrance cable owned by TCG.

5.10 Demarcation Point. BellSouth will designate the point(s) of demarcation between TCG's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, TCG may request that the demarcation point be a POT bay in a common area within the BellSouth Premises, which TCG shall be responsible for providing and TCG's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling. TCG's BellSouth Certified Supplier shall also be responsible for installing the necessary cabling between TCG's Collocation Space and the POT bay. TCG, its agent, or TCG's BellSouth Certified Supplier must perform all required maintenance to the equipment/network facilities on its side of the demarcation point and may self-provision cross-connects that it requires within its own Collocation Space to activate service requests. If TCG desires to avoid the use of a POT bay or any other intermediary device as contemplated by the TRA, BellSouth shall negotiate alternative rates, terms and conditions for such requested demarcation point.

5.11 Facility Labeling and Assignment Information for Physical Collocation

5.11.1 When a POT bay is used:

5.11.1.1 For a DS0 interface, stenciling and labeling on the BellSouth MDF and COSMIC frames and the DS0 POT bays should be done as follows:

With a non-cross-connectable POT, label the POT frame with its frame name (FA0, etc.) and its own RR#. Label **each block** (or place a label for a group of blocks such as for each row) on the POT with the cable name and count, the row (shelf letter) and vertical range, and the BST frame name and row and vertical range where it appears on the BST MDF. Label the MDF frame blocks with the cable and pair name and count, and with the POT frame name, RR#, and row and vertical range it is terminated on. This labeling is to be done by the BellSouth vendor placing the cabling between the POT and the BellSouth MDF.

- *With a cross-connectable POT*, label the POT frame itself with its frame name (FA0, etc.) and its own RR#. Label the collocator's assigned **terminations** with the collocator's cable and pair name and range. Label the BellSouth assigned **terminations** with the tie cable and pair name and range and the MDF/COSMIC frame name and row and vertical range where they appear. Label the COSMIC frame with the MELD run labels; label the non-COSMIC frame blocks with the tie cable name and pairs and the POT frame name, RR#, and row (shelf letter) and vertical range of the POT it is connected to. (Note that the BellSouth vendor cannot wire between the cross-connectable POT and the COSMIC until the output of the MELD run is available; he must wire it as shown on that output.) This labeling is to be done by the BellSouth vendor placing the cabling between the POT and the BellSouth MDF/COSMIC frame.

5.11.1.2 For a DS1, DS3 or fiber interface at a collocation arrangement, stenciling or labeling at the POT and at the BellSouth frames should be done in the following manner:

With a non-cross-connectable POT (cross-connectable POT is not available for these levels of service), label the POT frame (or panel(s)) with its frame name, relay rack number, and shelf/panel designations; label them with the collocator's ACNA (CCNA) also. Label each POT panel with the BellSouth DSX/LGX bay, panel, and jack#s to which they are wired. Label the BellSouth DSX/LGX panels with the POT frame name, relay rack #, shelf/panel, and jack #s to which they are wired. This labeling is to be done by the BellSouth vendor placing the cabling between the POT and the BellSouth DSX/LGX frames.

5.11.2 When a POT bay is NOT used

5.11.2.1 For a DS0 interface, stenciling and labeling on the BellSouth MDF and COSMIC frames and the DS0 POT bays should be done as follows:

- Label the MDF frame blocks with the cable and pair name and count, the relay rack number of the collocator's equipment, and the collocator's ACNA. The collocator's equipment should be labeled in the same manner that BellSouth's own equipment is labeled. This must be done by the collocator's vendor (who will be placing the cabling between the collocator and the BellSouth MDF).

5.11.2.2 For a DS1, DS3 or fiber interface, stenciling or labeling at the POT and at the BellSouth frames should be done in the following manner:

- Label the BellSouth DSX/LGX panels with the relay rack number of the collocator's equipment, the collocator's ACNA, and the TIE carrier (T1TIE/T3TIE) or fiber cable (fiber) IDs. The collocator's equipment should be labeled in the same manner that BellSouth's own equipment is labeled. This labeling is to be done by the collocator's vendor (who will be placing the cabling between the collocator and the BellSouth DSX/LGX frames).

5.12 **Verification and Testing of Intra-office Wiring (Post Delivery of Collocation Space)**

5.12.1 Whenever TCG is responsible for either the installation, testing and/or maintenance of any intra-office wiring that directly connects the TCG collocation space to the BellSouth Main Distribution Frame (MDF), when it is the demarcation point, TCG has the option of performing verification and testing procedures up to the termination blocks on the MDF where the TCG wiring terminates. The right to engage in such testing shall extend to the entire existing BellSouth CO facility inventory of TCG intra-office wiring. This testing shall be performed by an TCG technician, or by a BellSouth Certified Vendor. The verification and testing process may occur at any time after the delivery of the TCG collocation space.

5.12.1.1 The testing procedures to be performed by the TCG Technician or TCG's BellSouth Certified Supplier shall include verification and testing of all power feeds associated with the intra-office wiring for the purpose of determining BDFB power feed assignments, BDFB relay rack number, BDFB panel, fuse #, drain/load (amps), and fuse size (amps). Whenever TCG is responsible for either the installation, testing and/or maintenance of any power feeds that directly connects the TCG collocation space to the BellSouth BDFB, these testing procedures will include verification and testing of all power feeds associated with the intra-office wiring for the purpose of determining BDFB power feed assignments, BDFB relay rack number, BDFB panel, fuse #, drain/load (amps), and fuse size (amps). This testing shall be performed by an TCG Technician, or by a BellSouth Certified Supplier. The verification and testing process may occur at any time after the delivery of the TCG collocation space.

5.12.1.2 The TCG Technician or TCG's BellSouth Certified Supplier will prepare a Method of Procedure ("MOP") per TR73503 and coordinate with the local BellSouth Network Operations for the BellSouth Premises to obtain access to the front of the BellSouth Common BDFB serving TCG's Collocation Space. TCG's Technician or its BellSouth

Certified Supplier may operate the meter on the front of the BDFB to verify that the BDFB load(s) are within the engineered maximum load of 80% of the serving circuit breaker size (generally 180 Amps for a 225 Amp breaker). If TCG's Technician or TCG's BellSouth Certified Supplier discovers a load in excess of 67% of the serving circuit breaker size (generally 150 Amps for a 225 Amp breaker), TCG agrees to notify BellSouth. Notification may be directed to the local BellSouth Network Operations for the BellSouth Premises, as well as to the BellSouth Account Representative assigned to TCG, via e-mail. TCG's Technician or TCG's BellSouth Certified Supplier will not attempt to verify the BDFB meter reading via any other means, such as the use of a clamp-on ammeter. TCG's Technician or TCG's BellSouth Certified Supplier is not permitted to verify rectifier capacity, battery reserve, circuit breaker sizes, etc., that would require access to BellSouth's main power room.

- 5.12.2 TCG shall have access to the demarcation point and all equipment and facilities on its side of the demarcation point. TCG shall not have access to BellSouth's side of the demarcation point. When troubles cannot be clearly isolated to BellSouth's facilities and equipment, BellSouth will agree to test cooperatively with TCG to assist in trouble isolation to a specific Party's facilities and equipment as set forth in Section 2.3.13 of BellSouth's FCC Tariff No. 1. If TCG performs testing of its facilities and submits a trouble ticket to BellSouth indicating a trouble exists on BellSouth's side of the demarcation, then BellSouth will perform the required testing on its side of the demarcation point to isolate the trouble reported by TCG. If BellSouth does find that a trouble exists on its side of the demarcation point after it has performed the required testing of its facilities, then BellSouth will take the necessary action to repair its facilities to eliminate the trouble and TCG will not be charged for submission of the trouble ticket. If BellSouth cannot locate any trouble on its side of the demarcation point, then BellSouth will assess TCG the applicable Maintenance of Services charge as set forth in Section 13.3.1 of BellSouth's FCC Tariff No. 1, based on the amount of time, in half-hour increments, it takes a BellSouth technician to complete the appropriate testing. If, within thirty (30) calendar days of BellSouth's billing of the Maintenance of Services charge, TCG performs its testing of the same facilities and finds that the trouble has not been eliminated and does not reside on TCG's side of the demarcation point, then the TCG shall submit a second trouble ticket to BellSouth. If, after testing has been performed by BellSouth, the trouble is actually determined to be on BellSouth's side of the demarcation point, BellSouth will not charge TCG for the submission of the trouble ticket. BellSouth shall also credit TCG's account for the amount of the original Maintenance of Service charge on this same facility, within the next billing cycle.

5.13 Process for Repair and Maintenance of Intra-Office Wiring

- 5.13.1 As needed, BellSouth will cooperate fully with TCG to test and trouble-shoot all intra-office wiring that goes through an IID, so that service troubles can be isolated to a particular intra-office wiring component and resolved by the Party with responsibility for that component.

- 5.13.2 In the event that an TCG customer reports a repair and/or maintenance problem that requires testing of intra-office wiring and a BellSouth technician is needed to complete that test, the BellSouth technician will respond as soon as possible, but in any event in a timeframe no longer than that which BellSouth would apply when responding on a repair report from its own customer.
- 5.13.3 No trouble ticket may specify that the suspected faulty component is under the ownership of both Parties.
- 5.13.4 BellSouth is responsible for fixing problems with its wiring and/or equipment with minimal disruption to TCG or TCG customers.
- 5.14 TCG's Equipment and Facilities. TCG, or if required by this Attachment, TCG'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 TCG which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. TCG and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.15 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to TCG's Collocation Space. BellSouth retains the right to access TCG's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to TCG at least forty-eight (48) hours before access to TCG's Collocation Space is required. TCG may elect to be present whenever BellSouth performs work in the TCG's Collocation Space. The Parties agree that TCG will not bear any of the expense associated with this type of work.
- 5.16 Access. Pursuant to Section 11, TCG shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. TCG agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of TCG or TCG's Guest(s) that will be provided with access keys or cards (Access Keys), prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by TCG and returned to BellSouth Access Management within fifteen (15) calendar days of TCG's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper key acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. TCG agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of TCG's employees, suppliers,

- agents, or Guest(s) after termination of the employment relationship, the contractual obligation with TCG ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises.
- 5.16.1 BellSouth will permit one (1) accompanied site visit to TCG's designated Collocation Space, after receipt of the BFFO, without charge to TCG. TCG must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date TCG desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, TCG may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event TCG desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit TCG to access the Collocation Space accompanied by a security escort, at TCG's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. TCG must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired.
- 5.17 Lost or Stolen Access Devices. TCG shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. TCG will reimburse BellSouth to replace lost or stolen Access Keys at the rates as set forth in Exhibit B of this Attachment. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), TCG shall pay for all reasonable costs associated with the re-keying. TCG must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date TCG desires access to the Collocation Space.
- 5.18 TCG authorized personnel will have immediate access to health related facilities_(e.g., bathrooms, eyewash stations, shower stations, drinking water, etc., within the BellSouth Premises), as well as to available parking.
- 5.19 Interference or Impairment. Notwithstanding any other provisions of this Attachment, TCG shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of TCG violates the provisions of this paragraph, BellSouth shall provide written notice to TCG, which shall direct TCG to cure the violation within forty-eight (48) hours of TCG's receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and 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 conduct an inspection of the Collocation Space.

- 5.19.1 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 TCG fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, 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 TCG's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to TCG prior to the taking of such action and BellSouth shall have no liability to TCG for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.19.2 For purposes of this Section, the term "significantly degrades" shall be defined as 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 TCG fails to take curative action within forty-eight (48) hours of TCG's receipt of written notice, BellSouth will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to TCG or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by TCG is significantly degrading the performance of other advanced services or traditional voice band services, TCG shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of 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 it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.20 Personalty and its Removal. Subject to requirements of this Attachment 4, TCG may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Facilities and equipment placed by TCG in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by TCG at any time. Any damage caused to the Collocation Space by TCG's employees, suppliers, agents or representatives during the installation or removal of such property shall be promptly repaired by TCG

at its sole expense. If TCG decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and TCG's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill TCG the applicable application fee as set forth in Section 6.3.1. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to TCG.

5.21 Alterations. Under no condition shall TCG or any person acting on behalf of TCG make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such rearrangement, modification, augment, improvement, addition, and/or other alteration shall be paid by TCG, and shall require a Subsequent Application and will result in the assessment of the applicable application fee as set forth in Section 6.3.1, which will be billed by BellSouth on the date that BellSouth provides TCG with an Application Response.

5.22 Janitorial Service. TCG shall be responsible for the general upkeep of its Collocation Space. TCG shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to TCG and BellSouth that are different from the procedures or intervals set forth in this Section, 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 that jurisdiction for all applications that are submitted for the first time after the effective date thereof.

6.2 Initial Application. For TCG's initial equipment placement, TCG shall input a Physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.Application) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by TCG and will be billed by BellSouth on the date BellSouth provides TCG with an Application Response.

6.3 Subsequent Application. In the event TCG or TCG's Guest(s) desires to modify its use of the Collocation Space after a BFFO, TCG shall complete an application (Subsequent Application) that contains all of the detailed information associated with the alteration related to the Collocation Space, as defined in Section 5.13 of this Attachment. The Subsequent Application will be considered Bona Fide when it is

complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change requested by TCG in the application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.3.1 Subsequent Application Fee. The application fee paid by TCG shall be dependent upon the level of assessment needed. If the modification reflected on the Subsequent Application require no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. This Administrative Only Application Fee would be applicable in instances such as those associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, a modification to an application prior to receipt of the BFFO and a V to P Conversion (In Place). The fee for a Subsequent Application in which the modifications requested have limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. A modification involving capital expenditure by BellSouth shall require TCG to submit the Subsequent Application with an Initial Application Fee.

If TCG desires to reduce the amount of power that it has requested from BellSouth, TCG must submit a Subsequent Application for this power reduction. If no other modifications to the Collocation Space are requested other than the reduction in power, the Power Reduction Only, Application fee, as set forth in Exhibit B, will apply. If other modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply.

The appropriate nonrecurring fee will be billed on the date BellSouth provides TCG with an Application Response.

- 6.4 Space Preferences. If TCG has previously requested and received a Space Availability Report for the BellSouth Premises, TCG may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the TCG's preference(s), TCG may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides TCG with an Application Response.

- 6.5 At a minimum, BellSouth's space assignment policies and practices must meet the following principles: BellSouth's space assignment policies and practices must not materially increase TCG's collocation costs; must not materially delay TCG's occupation and use of BellSouth's Premises; must not assign physical collocation space that will impair the quality of service or impose other limitations on the service TCG wishes to offer; and must not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within BellSouth's Premises.
- 6.6 Space Availability Notification.
- 6.6.1 BellSouth will respond to an application within fifteen (15) calendar days as to whether space is available or not available within the requested BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify TCG of the amount of space that is available and no application fee will apply. If no or inadequate physical space is available, BellSouth will inform TCG whether there is virtual collocation space available. If there is no physical or virtual collocation space available, BellSouth will inform TCG, upon request, whether adjacent collocation space is available. Given the complexity of issues associated with adjacent collocation, the parties will negotiate a reasonable time for BellSouth to respond regarding adjacent collocation. When BellSouth's response includes an amount of space less than that requested by TCG or space that is configured differently, no application fee will apply. If TCG decides to accept the available space, TCG must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When TCG resubmits its application to accept the available space, BellSouth will bill TCG the appropriate application fee.
- 6.6.2 Denial of Application. If BellSouth notifies TCG that no space is available (Denial of Application), BellSouth will not assess an application fee to TCG. After notifying TCG that there is no available space in the requested BellSouth Premises, BellSouth will allow TCG, upon request, to tour the entire BellSouth Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, BellSouth must receive the request for a tour of the BellSouth Premises within five (5) calendar days of the Denial of the Application. Notwithstanding the foregoing, the Parties may agree to conduct a tour within thirty (30) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate 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 TCG to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.8 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunication carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunication carrier on said waiting list.
- 6.9 When physical Collocation Space becomes available, TCG must submit an updated, complete, and accurate application to BellSouth within thirty (30) calendar days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If TCG has originally requested caged Collocation Space and cageless Collocation Space becomes available, TCG may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that TCG wants to maintain its place on the waiting list for caged Physical Collocation Space, without accepting the available cageless Collocation Space.
- 6.9.1 TCG may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If TCG does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunication carrier on the waiting list and remove TCG from the waiting list. Upon request, BellSouth will advise TCG as to its position on the waiting list.
- 6.10 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.11 Application Response.
- 6.11.1 Within fifteen (15) days of receipt of a Bona Fide application, 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 an Application Response including sufficient information to enable TCG to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable

space preparation fees, as described in Section 8. When TCG submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

6.12 Application Modifications.

6.12.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge TCG the appropriate application fee associated with the level of assessment performed by BellSouth. The fee paid by TCG, if any, for its request to modify the use of the Collocation Space shall be dependent upon the modification requested as set forth in Section 6.3.1 of this Attachment.

6.13 Bona Fide Firm Order

6.13.1 TCG shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to TCG's Bona Fide Application or TCG's application will expire.

6.13.2 The firm order date will be the date BellSouth is in receipt of TCG's BFFO. BellSouth will acknowledge the receipt of TCG's BFFO within seven (7) calendar days of receipt, so that TCG will have positive confirmation from BellSouth that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by TCG. If additional space has been requested by TCG, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45)

- days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and TCG cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.
- 7.1.2 When TCG adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth that would cause delay in TCG's operation.
- 7.2 Joint Planning. Joint planning between BellSouth and TCG will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and BFFO. The Collocation Space completion interval as already provided for in Section 7.1 will not change.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will file for the appropriate permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. TCG will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. In the event TCG fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by TCG on the Space Ready Date. BellSouth will correct any deviations to TCG's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to TCG prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which TCG has physical Collocation Space with no POT bay or with a grand fathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to TCG prior to the Provisioning Interval for those BellSouth Premises in which TCG has physical Collocation Space with a POT bay provided by TCG or virtual Collocation Space, until TCG provides BellSouth with the following information:

For physical Collocation Space with a TCG-provided POT bay, TCG shall provide BellSouth with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.

For virtual Collocation Space, TCG shall provide BellSouth with a complete layout of TCG's equipment on an equipment inventory update (EIU) form,

including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by TCG's BellSouth Certified Supplier.

- 7.5.1 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from TCG. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.2 BellSouth will bill TCG a nonrecurring charge, as set forth in Exhibit B, each time TCG requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to TCG. These resends shall mirror the original CFA.
- 7.5.3 Use of BellSouth Certified Supplier. TCG shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. TCG and TCG's BellSouth Certified Supplier must follow and comply with all of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, TCG must select different BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide TCG with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing TCG's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is completed, and notifying BellSouth's equipment engineers and TCG upon successful completion of the installation, etc. The BellSouth Certified Supplier shall bill TCG directly for all work performed for TCG pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by TCG's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to TCG or any supplier proposed by TCG and will not unreasonably withhold certification. All work performed by or for TCG shall conform to generally accepted industry standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. TCG shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service TCG's Collocation Space. Upon request, BellSouth will provide TCG with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by TCG. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, TCG may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical Collocation

Space and the rearrangement or reconfiguration of services currently being terminated in the virtual collocation arrangement. If BellSouth knows when additional space for physical collocation may become available at the BellSouth Premises requested by TCG, such information will be provided to TCG in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to TCG within one hundred eighty (180) calendar days of BellSouth's written denial of TCG's request for physical Collocation Space, (ii) BellSouth had knowledge that the space was going to become available, and (iii) TCG was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then TCG may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Collocation Space. TCG must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.8 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual Collocation Space; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to physical conversions (in-place) within sixty (60) calendar days from receipt of the BFFO. The charges for a Virtual to Physical Conversion (In-Place), if any, are set forth in Section 6.3.1 of this Attachment.
- 7.8.1 BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.8 above.
- 7.9 Cancellation. If at any time prior to space acceptance, TCG cancels its order for Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) as set forth in Exhibit B for any and all work processes for which work has begun or been completed. In no event will the charges billed by BellSouth exceed the maximum amount TCG would have otherwise paid for the work undertaken by BellSouth if no cancellation of the order had occurred.
- 7.10 Licenses. TCG, at its own expense, will be solely responsible for obtaining from the proper governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunication services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.

- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8 Rates and Charges

- 8.1 Application Fee. The application fee for caged Collocation Space shall be the Application – Cost Planning Fee for both Initial Applications and Subsequent Applications submitted by TCG. Likewise, for cageless and virtual Collocation Space, the same Cageless and Virtual - Application Fee applies for both Initial Applications and Subsequent Applications placed by TCG. BellSouth will bill the appropriate nonrecurring application fee at the rates set forth in Exhibit B on the date that BellSouth provides an Application Response to TCG.
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of TCG's BFFO.
- 8.3 Space Preparation Fees. TCG shall pay space preparation fees consisting of nonrecurring charges for Firm Order Processing and Power Cables, per cable. Nonrecurring fees will be assessed upon the TCG's submission of TCG's BFFO. In addition to the nonrecurring charges TCG shall pay monthly recurring charges for grounding per location and space enclosures. The Space Enclosure fee is assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure. The cost for additional square feet is applicable only when ordered with the first one hundred (100) square feet and shall be provided in fifty (50) square feet increments. The rates for Space Preparation are as set forth in Exhibit B.
- 8.4 Floor Space. Recurring charges for Land and Buildings are as set forth in Exhibit B and are based upon the number of square feet enclosed with a minimum requirement of 100 square feet.
- 8.5 Power. BellSouth shall make available –48 Volt (-48V) Direct Current (DC) power for TCG's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) upon TCG's request within the BellSouth Premises; however the determination of whether BellSouth will permit the power configuration requested by TCG will be made at BellSouth's sole discretion, which shall not be unreasonably withheld. BellSouth will revise TCG's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by TCG's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from TCG certifying the completion of the power reduction work, including the removal of the power cabling by TCG's BellSouth Certified Supplier.
- 8.5.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by TCG's BellSouth Certified Supplier. Likewise, when obtaining power from a BellSouth power board, power cables (A&B) must be

engineered (sized) and installed by TCG's BellSouth Certified Supplier, who is qualified to work on the power board. TCG is responsible for contracting with a BellSouth Certified Supplier for the power distribution feeder cable running from a BellSouth BDFB or BellSouth power board to TCG's equipment. The determination of whether TCG's requested DC power will be provided from the BellSouth BDFB or BellSouth power board will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by TCG must provide BellSouth with a copy of the engineering power specifications prior to the day on which TCG's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and TCG's Collocation Space. TCG shall contract with a BellSouth Certified Supplier who will be responsible for the following power provisioning activities: installing, removing or replacing dedicated power cable support structure within TCG's arrangement, power cable feeds, and terminations of cable. A BellSouth Certified Supplier, who is qualified to work on the power board, must perform all termination at a BellSouth power board. TCG shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.

8.5.2 **Caged Physical Collocation Power Usage Metering**

8.5.2.1 BellSouth will assess TCG for -48V DC power using the following two components: (1) the actual measured AC usage, and (2) the DC power plant infrastructure provisioned by BellSouth to support the total number of fused amps of DC power requested by TCG on TCG's Initial Collocation Application and all Subsequent Collocation Applications. These recurring power charges will be assessed by BellSouth on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 7.4 above. Upon TCG's election of the TRA Option, TCG will convert existing physical caged collocation arrangements to the TRA Option. The recurring power charges contained in Exhibit B will be assessed on the Space Ready Date associated with the Subsequent Application submitted by TCG to convert all existing physical caged collocation arrangement to the TRA Option.

8.5.2.2 BellSouth, or its BellSouth Certified Supplier, will perform all metering activities, which will include providing the necessary ammeter or other measurement device for measurement of the actual power usage (AC usage) being drawn by TCG's collocation equipment on both the A and B power feeds. The AC usage component of the DC power charge will be based upon the sum of either the instantaneous or busy-hour average electric current readings, depending on the capabilities of the ammeter or other measurement device. TCG may, at its sole cost and expense, install its own meters on those BDFBs located in its own caged Collocation Space(s) and may notify BellSouth if it would like to offer BellSouth the option of using such meters for the purposes of measuring TCG's actual power usage. In such case, BellSouth, or its BellSouth Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed or maintained by TCG on TCG's own BDFB(s) or via a BellSouth provided measurement device. The usage reading for the

option elected by BellSouth shall be used for purposes of calculating the DC power usage billing.

8.5.2.3 If BellSouth, or its BellSouth Certified Supplier, requires access to TCG's caged Collocation Space(s) for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide TCG with a minimum of forty-eight (48) hours notice that access is required. TCG shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to TCG's caged Collocation Space(s). Once the date and time of access to TCG's caged Collocation Space(s) has been agreed upon, TCG and BellSouth, or its BellSouth Certified Supplier, shall adhere to the agreed upon date and time, or provide a minimum of twenty-four (24) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. If TCG fails to provide access to its caged Collocation Space(s) or fails to provide BellSouth, or its BellSouth Certified Supplier, with sufficient notification of the missed appointment(s), as noted above, then TCG shall pay the nonrecurring "Additional Meter Reading Trip Charge", as set forth in Exhibit C, for each additional meter reading trip that must be rescheduled to measure TCG's power usage for such caged Collocation Space(s). TCG and the BellSouth Certified Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.

8.5.2.4 For each new caged collocation arrangement, TCG shall indicate on TCG's Initial Application that the TRA Option is elected. For each existing location that TCG converts to the TRA Option, the submission of a Subsequent Application is required and agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is TCG's certification that TCG is converting this caged collocation arrangement to the TRA Options and will permit BellSouth, or the BellSouth Certified Supplier, to measure its actual power usage on all power feeds.

8.5.2.5 BellSouth will bill TCG a Power Reconfiguration Only Application Fee, as set forth in Exhibit B, on the date that BellSouth provides an Application Response to each Subsequent Application submitted by TCG converting its caged collocation arrangements to the TRA Option. BellSouth shall then arrange for the measurement of TCG's actual power usage on each power feed (each A and B power feed) once each quarter at each of TCG's caged collocation arrangements for which TCG has submitted an Initial or Subsequent Application electing the TRA Option. Based upon the actual power usage measurement taken by BellSouth or the BellSouth Certified Supplier, BellSouth shall assess TCG for AC power usage for the following quarter based upon TCG's actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of -48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be

- multiplied by the AC power consumption rate, set forth in Exhibit B, to determine the appropriate monthly recurring AC usage charge that will be billed to TCG for the following three (3) months or until the next AC power usage measurement is taken, whichever is later.
- 8.5.2.6 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If TCG requests that an additional (prior to the next scheduled quarterly power reading date) power usage reading be taken, then TCG will be responsible for paying the “Additional Meter Reading Trip Charge” contained in Exhibit B. If BellSouth requests a power usage reading be taken in this instance, then TCG will not be charged the “Additional Meter Reading Trip Charge” for the unscheduled meter reading. If the readings vary by more than ten percent (10%) or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate TCG’s AC usage charge for the next three (3) months.
- 8.5.2.7 In the event BellSouth elects to measure TCG’s power using TCG’s BDFB meter, then BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of TCG’s BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If TCG’s BDFB meter is found to be in error, then TCG agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than ten percent (10%) or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the BellSouth reading is substantiated, BellSouth shall adjust TCG’s billing retroactive to the beginning of the quarter for which the last meter reading was taken.
- 8.5.2.8 When TCG submits the appropriate Initial or Subsequent Application electing the TRA Option for a specific physical caged collocation arrangement in a particular BellSouth Premises, BellSouth will provide the associated Application Response pursuant to Section 6 above. It will then be the responsibility of TCG to submit a BFFO. After BellSouth receives the BFFO from TCG, the arrangement requested on the Initial or Subsequent Application will be provisioned by BellSouth within the provisioning intervals contained in Section 7 above and TCG will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect TCG’s election or conversion to the TRA Option (which will be considered the “Space Ready Date” for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular BellSouth Premises to the TRA Option). TCG shall not elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for

an existing caged collocation arrangement. When a Subsequent Application is used to elect the TRA Option and there are no other changes requested, billing for the recurring charges associated with the AC Usage and DC Power Infrastructure components will begin upon the Space Ready Date. If TCG occupies the space prior to the Space Ready Date, for Initial Application requests only, the date TCG occupies the space will be deemed the new Space Acceptance Date and billing for the AC Usage and DC Power Infrastructure components will begin on that date. When TCG elects the TRA Option, the number of fused amps of DC Power infrastructure capacity requested by TCG on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for the AC Usage component until such time as BellSouth or its BellSouth Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of TCG's power usage for the requested caged Collocation Space. As soon as this reading has been taken, BellSouth will adjust TCG's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. BellSouth will also use this reading for billing purposes until the next quarterly meter reading is performed by BellSouth or its BellSouth Certified Supplier.

- 8.5.2.9 BellSouth shall assess TCG the monthly recurring charge as set forth in Exhibit B for BellSouth's power plant infrastructure component of the DC power charges based upon the number of fused DC power amps requested by TCG, as reflected by TCG on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular caged collocation arrangement(s) converted to the TRA Option or any new caged collocation arrangement(s) for which TCG has chosen the TRA Option.
- 8.5.2.10 TCG agrees to submit a Subsequent Application to notify BellSouth when TCG has removed or installed telecommunications equipment in TCG's physical Collocation Space to ensure that TCG's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in TCG's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 8.6.2.11 BellSouth will bill TCG a monthly recurring charge per caged Collocation Space on each arrangement for which TCG has elected or converted to the TRA Option. This "Meter Reading" monthly recurring rate element will be assessed to TCG for the first twelve (12) power circuits (each A and B feed counts as two (2) circuits), and then for each additional two (2) circuits, read by BellSouth or its BellSouth Certified Supplier, at the rates set forth in Exhibit B and based on whether the power meter is provided by BellSouth or its BellSouth Certified Supplier or TCG.
- 8.6.2.12 If TCG elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed TCG's DC Power Plant. 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 TCG's BellSouth Certified Supplier, except that BellSouth shall engineer and install

- protection devices and power cables for Adjacent Collocation. TCG's BellSouth Certified Supplier must also provide a copy of the engineering power Specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At TCG's option, TCG may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.7 If TCG desires to reduce the amount of power that it has requested from BellSouth, TCG must submit a Subsequent Application for this power reduction. The fees associated with this Subsequent Application, if any, are set forth in Section 6.3.1 of this Attachment.
- 8.8 Security Escort. A security escort will be required whenever TCG or its approved agent desires access to the entrance manhole or must have access to a BellSouth Premises after the one (1) accompanied site visit allowed pursuant to Section 5.9 prior to completing BellSouth's Security Training requirements. The rates for security escort service are assessed, beginning with the scheduled escort time, pursuant to the fee schedule in Exhibit B. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and TCG shall pay for such half-hour charges in the event TCG fails to show up.
- 8.9 Cable Record charges. These charges apply for work required to add or change existing cable records assigned to TCG in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. The Cable Record charges are assessed as nonrecurring fees in all BellSouth states, other than Louisiana, and will be billed upon receipt of TCG's BFFO.
- 8.10 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.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or TCG), 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 an inspection of TCG's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between TCG's equipment and equipment of BellSouth. BellSouth may conduct an inspection if TCG adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide TCG 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 Unless otherwise specified, TCG will be required, at its own expense, to conduct a statewide investigation of criminal history records for each TCG employee hired in the past five (5) years being considered for work on the BellSouth Premises, for the states/counties where the TCG 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. TCG shall not be required to perform this investigation if an affiliated company of TCG has performed an investigation of the TCG employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if TCG has performed a pre-employment statewide investigation of criminal history records of the TCG employee for the states/counties where the TCG employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 11.2 TCG will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.3 TCG shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and TCG's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of TCG not possessing identification issued by TCG or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. TCG shall hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. TCG shall be solely responsible for ensuring that any Guest(s) of TCG is in compliance with all subsections of this Section.
- 11.4 TCG shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. TCG shall not assign to the BellSouth Premises 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 TCG personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that TCG chooses not to advise BellSouth of the nature and gravity of any

- misdemeanor conviction, TCG may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.4.1 TCG shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.4.2 TCG shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.5 For each TCG employee or agent hired by TCG within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, TCG shall furnish BellSouth, prior to an employee or agent 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 certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, TCG will disclose the nature of the convictions to BellSouth at that time. In the alternative, TCG may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.5.1 For all other TCG employees requiring access to a BellSouth Premises pursuant to this Attachment, TCG shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 11.5 above and that security training was completed by the employee.
- 11.6 At BellSouth's request, TCG shall promptly remove from the BellSouth Premises any employee of TCG BellSouth does not wish to grant access to a BellSouth Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of TCG is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 11.7 Security Violations. BellSouth reserves the right to interview TCG's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to TCG's Security representative of such interview and arranges for TCG's Security Personnel to participate. TCG and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving TCG's employees, agents, or suppliers. TCG's security

- personnel will make themselves available within a reasonable period of time. Additionally, BellSouth reserves the right to bill TCG for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that TCG's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill TCG for BellSouth property, which is stolen or damaged where an investigation determines the culpability of TCG's employees, agents, or suppliers and where TCG agrees, in good faith, with the results of such investigation. TCG shall notify BellSouth in writing immediately in the event that TCG discovers one of its employees already working on the BellSouth Premises 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 BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. TCG shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises.
- 11.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service 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.
- 11.9 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 BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.10 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.
- 11.11 BellSouth shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.
- 11.12 BellSouth shall exercise the same level of care it provides to itself to prevent harm or damage to TCG, its employees, agents or end users, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of TCG property located within BellSouth Premises including, but not limited to:
- 11.12.1 Where TCG's equipment is in a separate caged space, not allowing the same code or key that opens the external doors to the collocation space to also operate the doors to TCG's collocation cage.
- 11.12.2 Ensure that the Central Office that houses TCG's equipment where TCG has provisioned Collocation Space is monitored to prevent unauthorized entry.

- 11.12.3 Assuring that the physical security and the means of ingress and admission to spaces that house TCG equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth admissions practices.
- 11.12.4 Installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces that contain or house TCG equipment or equipment enclosures.
- 11.12.5 Controlling access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces that contain or house TCG equipment or equipment enclosures.
- 11.12.6 BellSouth will provide notification to designated personnel of an actual or attempted security breach of TCG's Collocation Space, upon BellSouth discovery of such breach.

12. Destruction of Collocation Space

- 12.1 In the event a 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 TCG's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged 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. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for TCG'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 TCG, except for improvements not to 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. TCG may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If TCG's acceleration of the project increases the cost of the project, then those additional charges will be incurred by TCG. Where allowed and where practical, TCG may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, TCG shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for TCG's permitted use, until such Collocation Space is fully repaired and restored and TCG's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where TCG has placed an Adjacent Arrangement pursuant to Section 3.4, TCG shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or 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 Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and TCG shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

14. Relocation of TCG's Equipment

- 14.1 Except as otherwise stated in this Agreement, BellSouth shall use its best efforts to prevent TCG from having to relocate its equipment during the term of this Agreement. If TCG, at BellSouth's request, agrees to relocate its equipment, then BellSouth shall reimburse TCG for any and all costs reasonably associated with such relocation.

15. Nonexclusivity

- 15.1 TCG understands that this Attachment is not exclusive and that BellSouth may enter into similar 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.

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 TCG 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 TCG 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. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. TCG should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for TCG 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 suppliers of BellSouth for environmental protection. TCG will require its suppliers, 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 TCG when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the TCG space with proper notification. BellSouth reserves the right to stop any TCG work operation that imposes Imminent Danger to the environment, employees or other persons in the area on BellSouth's Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by TCG are owned by TCG. TCG 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 TCG or different hazardous materials used by TCG at a BellSouth Premises. TCG must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by TCG to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and TCG 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 TCG will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, TCG 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 TCG 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, suppliers, or employees concerning its operations at the BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, TCG 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. TCG further agrees to cooperate with BellSouth to ensure that TCG's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by TCG, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from TCG's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450 Fact Sheet Series 17000

tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of supplier	Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's 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 RCM Representative 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 regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable 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	Procurement Manager (CRES Related Matters)-BST Supply Chain Services

	Waste Asbestos notification and protection of employees and equipment	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 supplier	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 RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

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 BellSouth Premises 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

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

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 TCG is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location ("Remote Collocation Space") pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to TCG Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). If BellSouth provides collocation to other telecommunication carriers, or to a BellSouth Affiliate, BellSouth will provide the same collocation to TCG at rates, terms and conditions no less favorable to TCG than those provided by BellSouth to other telecommunications carriers, or to a BellSouth Affiliate. Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow TCG to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by TCG and agreed to by BellSouth. 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 BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 The number of racks/bays specified by TCG may contemplate a request for space sufficient to accommodate TCG's growth within a two-year period.
- 1.3.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 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 Attachment. Additionally, where BellSouth notifies TCG that BellSouth's agreement

with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon TCG's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for TCG. TCG agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for TCG. 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 Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for TCG as above, TCG shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with TCG in obtaining such permission.

- 1.5 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 unutilized space in the Remote Site Location. TCG will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. TCG shall use the Remote Collocation Space for the purposes of installing, maintaining and operating TCG's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Agreement. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. TCG agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
- 2.1 Space Availability Report. Upon request from TCG, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and 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. A Space Availability Report does not reserve space at the Remote Site Location.
- 2.1.1 The request from TCG 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 wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If TCG is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, TCG may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, TCG should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. TCG should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 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. BellSouth will respond in ten (10) calendar days to a request for a Space Availability Report for up to and including five (5) Remote Site Location within the same state. The response time for a request for a Space Availability Report of more than five (5) Remote Site Location shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar-day response time, BellSouth shall notify TCG and inform TCG of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide TCG with the following information concerning BellSouth’s remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a TCG request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth’s systems; (ii) the information will only be provided for each serving wire center designated by TCG, up to a maximum of thirty (30) wire centers per TCG request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) TCG agrees to pay the costs incurred by BellSouth in providing the information.
3. Collocation Options
- 3.1 Cageless. BellSouth shall allow TCG to collocate TCG’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow

TCG to have direct access to TCG's equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where TCG's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, TCG must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.6 following.

- 3.2 Caged. At TCG's expense, TCG may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. TCG's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with TCG and provide, at TCG's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for TCG's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. TCG's BellSouth Certified Supplier shall bill TCG directly for all work performed for TCG pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by TCG's BellSouth Certified Supplier. TCG must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any circumstances. Except in the case of an emergency, BellSouth will not access TCG's locked enclosure prior to notifying TCG at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Remote Site Location is required. BellSouth shall notify TCG in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse TCG the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for TCG to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. TCG shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that TCG shall immediately provide BellSouth with such new keys. Upon request, BellSouth shall construct the enclosure for TCG.

- 3.2.1 BellSouth may elect to review TCG's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to TCG indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if TCG has indicated their desire to construct their own enclosure. If TCG's Application does not indicate its desire to construct its own enclosure, and TCG subsequently decides to construct its own

enclosure prior to the BellSouth Application Response, as defined in Section 6.9 of this Attachment, then TCG will submit an application modification, indicating its desire to construct its own enclosure, and no additional application fees will be assessed by BellSouth. If TCG subsequently decides to construct its own enclosure after the firm order (hereinafter "Firm Order"), TCG will submit an Application, as defined in Section 6.2 of this Attachment. If BellSouth elects to review TCG's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the Subsequent Application firm order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of TCG's plans and specifications. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review TCG's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. BellSouth shall require TCG to remove or correct within seven (7) calendar days at TCG's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

3.3 Shared Collocation. TCG may allow other telecommunications carriers to share TCG's Remote Collocation Space pursuant to terms and conditions agreed to by TCG ("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. TCG shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar 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 TCG 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 TCG.

3.3.1 TCG, as the Host, 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. BellSouth shall provide TCG with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, TCG shall be the responsible party to BellSouth for the purpose of submitting applications for bay/rack placement for the Guest.. A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill

this nonrecurring fee on the date that BellSouth provides it written response (“Application Response”).

Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest’s Interconnection Agreement with BellSouth.

- 3.3.3 TCG 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 TCG’s Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth’s sole negligence, gross negligence, or willful misconduct.

Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements (“Remote Site Adjacent Arrangement”) on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, and subject only to reasonable safety and maintenance requirements. The Remote Site Adjacent Arrangement shall be constructed or procured by TCG and in conformance with BellSouth’s design and construction Specifications. Further, TCG 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 application for the Remote Site Adjacent Arrangement.

- 3.4.1 Should TCG elect Adjacent Collocation, TCG must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth’s Specifications. Where local building codes require enclosure specifications more stringent than BellSouth’s Specifications, TCG and TCG’s BellSouth Certified Supplier must comply with local building code requirements. TCG’s BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. TCG’s BellSouth Certified Supplier shall bill TCG directly for all work performed for TCG pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by TCG’s BellSouth Certified Supplier. TCG must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any circumstances. BellSouth shall notify TCG in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse TCG the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for TCG to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. TCG shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that TCG shall immediately provide BellSouth with such new

keys. Except in the case of an emergency, BellSouth will not access TCG's locked enclosure prior to notifying TCG at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Remote Site Location is required.

TCG must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review TCG's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require TCG to remove or correct within seven (7) calendar days at TCG's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

TCG 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 TCG'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. Where TCG has elected to construct the adjacent enclosure itself, BellSouth shall deliver to TCG the requested ground space thirty (30) days after BellSouth receives TCG's Bona Fide Firm Order, unless BellSouth requests an extension of that time, which TCG will not unreasonably withhold. BellSouth will provide DC power in an adjacent enclosure provided that such provisioning can be done in compliance with all applicable national electrical and safety code or any local codes, such as but not limited to zoning codes, provided that BellSouth and TCG can agree upon a reasonable price for the provision of this service, and provided that BellSouth and TCG can negotiate a reasonable provisioning interval. TCG's BellSouth Certified Supplier shall be responsible, at TCG's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4. **Occupancy**

- 4.1 **Occupancy.** BellSouth will notify TCG in writing when the Remote Collocation Space is ready for occupancy (Space Ready Date). TCG will schedule and complete an acceptance walkthrough of the Remote Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in TCG's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. The new Space Ready Date will be calculated by adding no more than seven (7) calendar days from the date that any deviations are agreed to by the

Parties as a result of the walkthrough, if a walkthrough has been conducted. The correction of these deviations from TCG's original request shall be at BellSouth's expense. Within fifteen (15) days of the new Space Ready Date, or as otherwise mutually agreed to by the Parties, another acceptance walkthrough will be conducted. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. At the end of the acceptance walkthrough or after all deviations are corrected, TCG will execute a written document accepting the Remote Collocation Space, and billing will begin from that date. In the event TCG fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by TCG on the most recent Space Ready Date and billing will commence from that date. If TCG decides to occupy the space prior to the Space Ready Date, the date TCG occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. TCG must notify BellSouth in writing that its collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice. For the purposes of this paragraph, TCG's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, TCG may terminate occupancy in a particular Remote Collocation Space, in whole or in part, by submitting an Application requesting termination of occupancy; such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date TCG and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that TCG signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and TCG jointly conduct an inspection which confirms that TCG has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate TCG's right to occupy the Remote Collocation Space in the event TCG fails to comply with any provision of this Agreement. BellSouth may terminate TCG's right to occupy Remote Collocation Space in the event TCG fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives TCG thirty (30) calendar days' prior written notice of the failure to comply and gives TCG an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Section 1.17.2 of Attachment 7, Billing.

- 4.2.1 Upon termination of occupancy, TCG at its expense shall remove its equipment and other property from the Remote Collocation Space. TCG shall have thirty (30) calendar days from the Bona Fide Firm Order ("BFFO") Application Date ("Termination Date") to complete such removal, including the removal of all

equipment and facilities of TCG's Guest(s), unless TCG's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the documentation required by BellSouth prior to such removal date. TCG shall continue payment of monthly fees to BellSouth until such date as TCG, and if applicable TCG's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should TCG or TCG's Guest(s) 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 dispose of the equipment and other property of TCG or TCG's Guest(s), in any manner that BellSouth deems fit, at TCG's expense and with no liability whatsoever for TCG's or TCG's Guest(s)'s property. Upon termination of TCG's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and TCG shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the TCG except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts TCG's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including but not limited to Record Drawings and ERMA Records. TCG shall be responsible for the cost of removing any TCG constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any Affiliate, subsidiary, or other party.
- 5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus

between the additional functions the equipment would perform and the telecommunications services the requesting carrier seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in Sections 5.1 and 5.2 must not cause the equipment to significantly increase the burden on BellSouth's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross connect systems, switching equipment other than traditional circuit switches and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment.

- 5.3.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on the BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single function equipment.
- 5.4 Whenever BellSouth objects to collocation of equipment by TCG for purposes within the scope of section 25 1 (c) (6) of the Act, BellSouth shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. If BellSouth denies collocation of TCG's equipment, citing safety standards, BellSouth must provide to TCG within five (5) business days of the denial a list of all equipment that BellSouth locates at the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends TCG's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that TCG's equipment does not satisfy; BellSouth's basis for concluding that TCG's equipment does not meet this safety requirement; and BellSouth's basis for

- concluding why collocation of equipment not meeting this safety requirement would compromise network safety.
- 5.5 All TCG equipment installation shall comply with BellSouth TR 73503-11h, "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 Site Location. 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.
- 5.6 Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, TCG will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375 listing any equipment in the Remote Collocation Space that was added during the calendar quarter for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. This shall be defined as "Secured Equipment". If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.7 TCG 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.
- 5.8 TCG shall place a plaque or other identification affixed to TCG's equipment to identify TCG's equipment, including a list of emergency contacts with telephone numbers.
- 5.9 Entrance Facilities. TCG may elect to place TCG-owned or TCG-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. TCG 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. TCG must contact BellSouth for instructions prior to placing the entrance facility cable. TCG is responsible for maintenance of the entrance facilities.
- Shared Use. TCG may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to TCG's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. TCG must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications

- carrier for BellSouth to splice the TCG provided riser cable to the spare capacity on the entrance facility. If TCG desires to allow another telecommunications carrier to use its entrance facilities, then that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from TCG for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on TCG's entrance facility.
- 5.10 Demarcation Point. BellSouth will designate the point(s) of demarcation between TCG's equipment and/or network and BellSouth's network located as close as reasonably possible to TCG's Remote Site Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. TCG or its agent must perform all required maintenance to TCG equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.11 TCG's Equipment and Facilities. TCG, or if required by this Attachment, TCG'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 TCG which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. TCG and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.12 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the 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. Except in case of emergency, BellSouth will give notice to TCG at least forty-eight (48) hours before access to the Remote Collocation Space is required. TCG may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that TCG will not bear any of the expense associated with this work.
- 5.13 Access. Pursuant to Section 12, TCG shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. TCG agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of TCG or TCG's Guests to be provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys using form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by TCG and returned to BellSouth Access Management within fifteen (15) calendar days of TCG'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. TCG agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of TCG's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with TCG or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.

BellSouth will permit one accompanied site visit to TCG's designated collocation arrangement location after receipt of the BFFO without charge to TCG. TCG 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 thirty (30) calendar days prior to the date TCG desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, TCG may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event TCG desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit TCG to access the Remote Collocation Space accompanied by a security escort at TCG's expense. TCG must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.14 Lost or Stolen Access Keys. TCG shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. TCG will reimburse BellSouth to replace lost or stolen Access Keys at the rates as set forth in Exhibit B of this Attachment. 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), TCG shall pay for all reasonable costs associated with the re-keying. TCG must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date TCG desires access to the Remote Collocation Space. Space.
- 5.15 Interference or Impairment. Notwithstanding any other provisions of this Attachment, TCG shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of TCG violates the provisions of this paragraph, BellSouth shall give written notice to TCG, which notice shall direct TCG to cure the violation within forty-eight (48) hours of TCG'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.

- 5.15.1 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 TCG fails to take curative action within forty-eight (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 any other significant degradation, interference or impairment of BellSouth's or any other entity's service, 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 TCG's equipment. BellSouth will endeavor, but is not required, to provide notice to TCG prior to taking such action and shall have no liability to TCG for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.16 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 TCG fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to TCG or, if subsequently necessary, the 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, TCG 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 Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.17 Personalty and its Removal. Facilities and equipment placed by TCG 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 their status as personalty and may be removed by TCG at any time. Any damage caused to the Remote Collocation Space by TCG's employees, agents or representatives shall be promptly repaired by TCG at its expense.
- 5.18 Alterations. In no case shall TCG or any person acting on behalf of TCG make any rearrangement, modification, improvement, addition, 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 specialized alterations shall be paid by TCG. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application

and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

- 5.19 Upkeep of Remote Collocation Space. TCG shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. TCG shall be responsible for removing any TCG debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to TCG and BellSouth that are different from procedures or intervals set forth in this Section, 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 that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Remote Site Application. When TCG or TCG's Guest(s) desires to install a bay/rack in a Remote Site Location, TCG shall submit to BellSouth a Physical Expanded Interconnection Application Document ("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. An application fee will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.
- 6.3 Availability of Space. Upon submission of an application, BellSouth will permit TCG 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 collocation at the Remote Site Location 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 7 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 TCG of the amount that is available.
- 6.4 Space Availability Notification.
- 6.4.1 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. BellSouth will also 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. If the amount of space requested is not available, BellSouth will notify TCG of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by TCG or differently configured no application fee shall apply. If TCG decides to accept the available space, TCG must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.
- 6.5 Denial of Application. If BellSouth notifies TCG that no space is available (Denial of Application), BellSouth will not assess an application fee to TCG. After notifying TCG that there is no available space in the requested Remote Site Location, BellSouth will allow TCG, upon request, to tour the entire Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, BellSouth must receive the request for a tour of the Remote Site Location within five (5) calendar days of the Denial of the Application. Notwithstanding the foregoing, the Parties may agree to conduct a tour within thirty (30) calendar days of the Denial of Application.
- 6.6 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 TCG to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. 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 that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 When space becomes available, TCG must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If TCG has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, TCG may refuse such space and notify BellSouth in writing within that time that TCG wants to maintain its place on the waiting list without accepting such space. TCG may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If TCG does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next

telecommunications carrier on the waiting list and remove TCG from the waiting list. Upon request, BellSouth will advise TCG as to its position on the list.

6.8 Application Response.

- 6.8.1 When space has been determined to be available, BellSouth will provide an Application Response within twenty (20) 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 8.

6.9 Application Modifications.

- 6.9.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, , said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge TCG a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.10 Bona Fide Firm Order.

- 6.10.1 TCG shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to TCG's Bona Fide application or the application will expire.
- 6.10.2 The firm order date will be the date BellSouth is in receipt of TCG's BFFO. BellSouth will acknowledge the receipt of TCG's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO 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 shall include, but 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. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 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, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide TCG with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and TCG will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to TCG during joint planning. The Remote Site Collocation Space completion interval as already provided for in Section 7.1. will not change.
- 7.4 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.
- 7.5 Acceptance Walkthrough. TCG will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying TCG that the Remote Collocation Space is ready for occupancy. In the event that TCG fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by TCG on the Space Ready Date. BellSouth will correct any deviations to TCG's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. TCG shall select a supplier which has been approved by BellSouth to perform all engineering and installation work TCG and TCG's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, TCG must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide TCG with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing TCG'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 TCG upon successful completion of installation. The

BellSouth Certified Supplier shall bill TCG directly for all work performed for TCG 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 make available its supplier certification program to TCG or any supplier proposed by TCG and will not unreasonably withhold certification. All work performed by or for TCG shall conform to generally accepted industry standards.

7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. TCG shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service TCG's Remote Collocation Space. Upon request, BellSouth will provide TCG with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by TCG. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

7.8 Virtual Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, TCG may relocate its virtual Remote Collocation arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by TCG, such information will be provided to TCG in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to TCG within one hundred eighty (180) calendar days of BellSouth's written denial of TCG's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) TCG was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then TCG may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation Space arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. TCG 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.

Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to

- secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. The charges for a Virtual to Physical Conversion (In-Place), if any, is set forth in Section 6.2 of this Attachment.
- 7.10 Cancellation. If at any time prior to space acceptance, TCG cancels its order for the Remote Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) as set forth in Exhibit B for any and all work processes for which work has begun or been completed. In no event will the charges billed by BellSouth exceed the maximum amount TCG would have otherwise paid for the work undertaken by BellSouth if no cancellation of the order had occurred.
- 7.11 Licenses. TCG, 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 build-out, equip and occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

Rates and Charges

- 8.1 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.9 (Application Response). This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.2 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 TCG's equipment. TCG 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.
- 8.3 Power. BellSouth shall make available -48 Volt (-48V) DC power for TCG's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at TCG'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 TCG's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise

recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by TCG's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from TCG certifying the completion of the power reduction, including the removal of the power cabling by TCG's BellSouth Certified Supplier.

- 8.3.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by TCG's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. TCG's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At TCG's option, TCG may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.4 Security Escort. A security escort will be required whenever TCG or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and TCG shall pay for such half-hour charges in the event TCG fails to show up.
- 8.5 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.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or TCG), 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 an inspection of TCG's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between TCG's equipment and equipment of BellSouth. BellSouth may conduct an inspection if TCG adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide TCG 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 Unless otherwise specified, TCG will be required, at its own expense, to conduct a statewide investigation of criminal history records for each TCG employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the TCG 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. TCG shall not be required to perform this investigation if an affiliated company of TCG has performed an investigation of the TCG employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if TCG has performed a pre-employment statewide investigation of criminal history records of the TCG employee for the states/counties where the TCG employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 11.2 TCG will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.3 TCG 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 TCG's name. BellSouth reserves the right to remove from its Remote Site Location any employee of TCG not possessing identification issued by TCG or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. TCG shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. TCG shall be solely responsible for ensuring that any Guest(s) of TCG is in compliance with all subsections of this Section.
- 11.4 TCG shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. TCG 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 access to any TCG personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that TCG chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, TCG 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).
- 11.4.1 TCG shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.4.2 TCG shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.5 For each TCG employee or agent hired by TCG within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, TCG 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, TCG will disclose the nature of the convictions to BellSouth at that time. In the alternative, TCG 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.
- 11.5.1 For all other TCG employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, TCG shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 11.5 above and that security training was completed by the employee.
- 11.6 At BellSouth's request, TCG shall promptly remove from BellSouth's Remote Site Location any employee of TCG 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 if an employee of TCG is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 11.7 Security Violations. BellSouth reserves the right to interview TCG's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to TCG's Security

representative of such interview. TCG and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving TCG's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill TCG for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that TCG's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill TCG for BellSouth property, which is stolen or damaged where an investigation determines the culpability of TCG's employees, agents, or suppliers and where TCG agrees, in good faith, with the results of such investigation. TCG shall notify BellSouth in writing immediately in the event that the TCG 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 BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. TCG shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.

- 11.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by 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.
- 11.9 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.
- 11.10 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 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 TCG's permitted use hereunder, then either Party may elect within ten (10) calendar 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 TCG'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 TCG, except for improvements not to 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. TCG may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If TCG's acceleration of the project increases the cost of the project, then those additional charges will be incurred by TCG. Where allowed and where practical, TCG may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, TCG shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for TCG's permitted use, until such Remote Collocation Space is fully repaired and restored and TCG's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where TCG has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, TCG 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 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 TCG 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) calendar days after such taking.

14. Relocation of TCG's Equipment

- 14.1 Except as otherwise stated in this Agreement, BellSouth shall use its best efforts to prevent TCG from having to relocate its equipment during the term of this Agreement. If TCG, at BellSouth's request, agrees to relocate its equipment, then BellSouth shall reimburse TCG for any and all costs reasonably associated with such relocation.

15. Nonexclusivity

- 15.1 TCG understands that this Attachment is not exclusive and that BellSouth may enter into similar 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.

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 TCG 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 TCG 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. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. TCG should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for TCG to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. TCG will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by TCG when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the TCG space with proper notification. BellSouth reserves the right to stop any TCG work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by TCG are owned by TCG. TCG 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 TCG or different hazardous materials used by TCG at the BellSouth Remote Site Location. TCG must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by TCG to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and TCG 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 TCG will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, TCG 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 TCG 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, suppliers, or employees concerning its operations at the Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, TCG 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. TCG further agrees to cooperate with BellSouth to ensure that TCG's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by TCG, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from TCG's BellSouth Regional Collocation Manager (RCM) Representative.

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)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM)

		Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact RCM Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact RCM Representative)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • –Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)

Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • 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 RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

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 remote site location 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

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

RCM – Regional Collocation Manager

Std T&C - Standard Terms & Conditions

COLLOCATION - Tennessee															Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates(\$)			
													SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																		
	Application																	
		Physical Collocation - Cageless - Application Fee				CLO	PE1CH		2,633.00									
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request				CLO	PE1AC	16.16	2,903.66									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application				CLO	PE1DT		585.09									
		Physical Collocation - Power Reconfiguration Only, Application Fee				CLO	PE1PR		400.10									
		Physical Collocation Administrative Only - Application Fee				CLO	PE1BL		743.25									
		Physical Collocation - Split Billing between MRC and NRC, per Application				CLO	PE1S8		I 135.00	S 100.00								
	Space Preparation																	
		Physical Caged Collocation-Space Prep-Grounding, per location				CLO	PE1SB	4.32										
		Physical Collocation, Caged Collocation - Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed				CLO	PE1SN		142.40									
		Physical Collocation, Caged Collocation - Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed				CLO	PE1SO		185.72									
		Physical Collocation, Caged Collocation - Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed				CLO	PE1SP		242.05									
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.				CLO	PE1S1	110.97										
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per add'l 50 sq. ft.				CLO	PE1S5	55.49										
		Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.				CLO	PE1FS	5.94										
		Physical Collocation - Cageless - Floor Space, per sq. ft.				CLO	PE1ZB	3.91										
		Physical Collocation - Space Preparation - Firm Order Processing				CLO	PE1SJ		1,204.00									
		Physical Collocation - Space Availability Report, per Central Office Requested			I	CLO	PE1SR		2,027.00									
	Power																	
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp				CLO	PE1FB	5.60										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp				CLO	PE1FD	11.22										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp				CLO	PE1FE	16.82										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp				CLO	PE1FG	38.84										
		Physical Caged Collocation-Power-Power Construction, per amp DC plant				CLO	PE1PN	3.55										
		Physical Caged Collocation-Power-Power Consumption,per amp AC usage				CLO	PE1PO	2.03										
		Physical Collocation - Cageless - Power, per Fused Amp				CLO	PE1ZC	6.79										
		Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter				CLO	PE1FO	102.24										
		Physical Collocation - Meter Reading -per CLEC per CO, per Each Additional 2 Circuits w/BST Meter				CLO	PE1FP	8.94										
		Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter				CLO	PE1FQ	98.25										
		Physical Collocation - Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter				CLO	PE1FR	8.94										
		Physical Collocation - Additional Meter Reading Trip Charge, per Central Office, per Occurrence				CLO	PE1FM		307.64									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
		Physical Collocation - 2-wire cross-connect, loop, provisioning				UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0475	7.68									
		Physical Collocation - Cageless - 2-Wire Cross-Connects				UNCNX	PE1ZD	0.57	11.62	9.90					2.07	2.81	0.67	1.41

COLLOCATION - Tennessee														Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)				
													SOMECH	SOMAN	SOMAN	SOMAN	
		Physical Collocation - 4-wire cross-connect, loop, provisioning				UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0475	7.68								
		Physical Collocation - Cageless - 4-Wire Cross Connects				UNCVX, UNCDX,	PE1ZE	0.57	11.81	10.04				2.07	2.81	0.67	1.41
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL	PE1P1	0.38	41.65								
		Physical Collocation - Cageless - DS1 Cross Connects				WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX	PE1ZF	1.32	32.22	17.76				2.07	2.81	0.67	1.41
		Physical Collocation - DS3 Cross-Connect, provisioning				UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	9.32	298.03								
		Physical Collocation - Cageless - DS3 Cross Connects				UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1ZG	12.32	29.97	16.30				2.07	2.81	0.67	1.41
		Physical Collocation - 2-Fiber Cross-Connect				CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82							
		Physical Collocation - Cageless - 2 Fiber Cross Connect				CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CK	3.03	41.56	29.82							
		Physical Collocation - 4-Fiber Cross-Connect				ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78							
		Physical Collocation - Cageless - 4-Fiber Cross-Connect				ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	6.06	50.53	38.78							
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.				CLO	PE1ES	0.0013									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.				CLO	PE1DS	0.0019									
		Physical Collocation 2-Wire Cross Connect, Port				UEPSR, UEPSP, UEPSE, UEPSB, UEP SX, UEP2C	PE1R2	0.0475	7.68								
		Physical Collocation 4-Wire Cross Connect, Port				UEPEX, UEPDD	PE1R4	0.0475	7.68								
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per circuit.				UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE11S	7.68	41.65								

COLLOCATION - Tennessee															Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
													SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per circuit.				U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLDD3	PE13S	53.96	298.03									
		POT Bay																
		Physical Caged Collocation - 2-fiber POT Bay				CLO	PE1B2	38.79										
		Physical Caged Collocation - 4-fiber POT Bay				CLO	PE1B4	52.31										
		Security																
		Physical Caged Collocation-Security Access-Access Cards, per 5 Cards				CLO	PE1A2		76.10									
		Physical Collocation - Cageless - Security Escort - Basic, per Half Hour				CLO	PE1ZM		33.15	20.44								
		Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour				CLO	PE1ZN		41.50	25.61								
		Physical Collocation - Cageless - Security Escort - Premium, per Half Hour				CLO	PE1ZO		49.86	30.79								
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour				CLO	PE1BT		33.91	21.49								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour				CLO	PE1OT		44.17	27.76								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour				CLO	PE1PT		54.42	34.02								
		Physical Collocation - Security Access System - Security System per Central Office				CLO	PE1AX	55.99										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State				CLO	PE1A1	0.059	55.67									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card				CLO	PE1AA		15.61									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				CLO	PE1AR		45.64									
		Physical Collocation - Security Access - Initial Key, per Key				CLO	PE1AK		26.24									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL		26.24									
		CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request				CLO	PE1C9		77.67									
		Cable Records																
		Physical Collocation - Cable Records, per request				CLO	PE1CR		1,711.00									
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)				CLO	PE1CD		925.06									
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair				CLO	PE1CO		18.05									
		Physical Collocation, Cable Records, DS1, per T1 TIE				CLO	PE1C1		8.45									
		Physical Collocation, Cable Records, DS3, per T3 TIE				CLO	PE1C3		29.57									
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)				CLO	PE1CB		279.42									
		Physical Collocation, Cable Records,CAT5/RJ45				CLO	PE1C5		8.45									
		Virtual to Physical																
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit				CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit				CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit				CLO	PE1B1		52.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit				CLO	PE1B3		52.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit				CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit				CLO	PE1BP		23.00									

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00				SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
	Entrance Cable																
		Physical Caged Collocation - Cable Installation - Entrance Fiber Structure, interduct per foot			CLO	PE1CP	0.0156										
		Physical Caged Collocation - Cable Installation - Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									
		Physical Caged Collocation - Cable Support Structure - Cable Racking, per entrance cable			CLO	PE1CS	21.47										
		Physical Collocation - Cageless - Cable Installation Cost, per cable			CLO	PE1ZA		1,749.00									
		Physical Collocation - Cageless - Cable Support Structure, per Entrance Cable			CLO	PE1CJ	17.87										
VIRTUAL COLLOCATION																	
	Application																
		Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00									
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		585.09									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25									
	Space Preparation																
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
	Power																
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90					2.07	2.81	0.67	1.41
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04					2.07	2.81	0.67	1.41
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.32	32.22	17.76					2.07	2.81	0.67	1.41
		Virtual collocation - Special Acess & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30					2.07	2.81	0.67	1.41
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82								
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78								
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0019										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPE, UEPS, UEPSR, UEPC2	VE1R2	0.57	11.62	9.90								
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.57	11.81	10.04								
	CFA																

COLLOCATION - Tennessee												Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67										
	Cable Records																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05										
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45										
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42										
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45										
	Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44									
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61									
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79									
	Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64										
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77										
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90										
	Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00										
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.87											
COLLOCATION IN THE REMOTE SITE																	
	Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76								
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41											
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69										
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49										
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81										
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.15										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02									
	Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134											
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27											
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																	
	Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76								
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41											
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49										
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81										
ADJACENT COLLOCATION																	
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656											

COLLOCATION - Tennessee															Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)							
											SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53												
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12		
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12		
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12		
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12		
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12		
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12		
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.81												
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64												
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45												
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30												
NOTE: Rates displaying an "I" in the interim column are interim as a result of a Commission order.																		

Attachment 5

Access to Numbers and Number Portability

TABLE OF CONTENTS

1. Non-Discriminatory Access to Telephone Numbers	3
2. LOCAL SERVICE PROVIDER Number Portability - Permanent Solution (LNP).....	4
3. Operational Support System (OSS) Rates	6

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where TCG is utilizing its own switch, TCG shall contact the appropriate numbering administrator for the assignment of numbering resources.

1.2 Where BellSouth provides resold services to TCG, BellSouth will provide TCG with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. TCG acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. TCG may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to TCG) telephone numbers per rate center if the following conditions are met:

1.2.1 TCG must: (1) indicate that all of the intermediate numbers currently held by TCG in each rate center where TCG will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where TCG will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by TCG in the rate center where TCG is requesting telephone numbers has reached at least 70%. The above information will be provided by TCG by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where TCG will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by TCG to End Users by the total number of intermediate numbers held by TCG in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).

1.2.2 If fulfilling TCG's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy TCG's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy TCG's request

for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by TCG for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

1.2.3 TCG agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.2 above.

1.3 TCG acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that TCG cancel all or a portion of its unassigned intermediate numbers. TCG's consent to BellSouth's request shall not be unreasonably withheld.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora. BellSouth is currently offering permanent Local Number Portability in all of its serving areas.

2.2 To limit service outage, BellSouth and TCG will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site:
<http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and TCG. No changes to the LNP Reference Guide will be executed by BellSouth without following the Change Control Process, where applicable.

2.2.1 Unless otherwise mutually agreed to by the Parties, such agreement not to be unreasonably withheld, BellSouth will provide ordering and provisioning support for TCG's LNP requests during normal business hours which are currently Monday through Friday 8 a.m. until 6 p.m. EST and 8 a.m. until 6 p.m. CST. Ordering and provisioning support required by TCG outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand-alone LNP where LRN unconditional or 10-digit triggers are set, TCG may port numbers during times that are supported by NPAC twenty-four (24) hours a day, seven (7) days a week. BellSouth will provide maintenance assistance to TCG twenty-four (24) hours a day, seven (7) days a week to resolve issues

arising from the porting of numbers for problems isolated to the BellSouth network.

2.2.2 BellSouth will support TCG's requests to port numbers twenty-four (24) hours a day, seven (7) days a week, regardless of unconditional or 10 digit triggers. The only exceptions to this will be those times when BellSouth's systems are undergoing routine maintenance, when NPAC systems are unavailable, or when unexpected outages occur.

2.3 Unless otherwise mutually agreed by the Parties, such agreement not to be unreasonably withheld, TCG will provide ordering and provisioning support for BellSouth's LNP requests during normal business hours, which are currently Monday through Friday, 8 a.m. until 8:00 p.m. EST.

2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.

2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User. Neither BellSouth's or TCG's, as may be applicable, systems nor technicians shall disconnect the customer's service or numbers from their respective switch prior to the scheduled port time, unless mutually agreed to by both Parties.

2.7 BellSouth and TCG will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

2.8 Project Management Guidelines for LNP

2.8.1 Pursuant to the provisions in section 23.1 of the General Terms and Conditions, BellSouth will Project Manage an LNP order from TCG as set forth on the BellSouth website.

2.8.2 As used herein, the term "Project Manage" means that the Parties shall dedicate project managers to negotiate terms required to insure a seamless transition. Negotiations shall include, but not be limited to, implementation details, due dates, cut-over intervals and times, coordination of technical resources and completion notices. Commencement of negotiations shall occur by no later than close of business on the following business day after BST receives a valid LSR and TCG receives a Firm Order Commitment (FOC).

2.9 Excluded Numbers

- 2.9.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement or applicable industry agreements.

2.10 Mass Calling Numbers/Choke Networks

- 2.10.1 Mass Call Numbers will not be ported with LRN (i.e.; there will be no database queries made for mass call number NXX's associated with choke networks). Until the FCC has adopted a standard for porting mass call numbers, the Parties will work cooperatively with each other to direct calls to the mass calling network using arrangements that are economical and efficient for both Parties.
- 2.10.2 If Integrated Services Digital Network User Part ("ISUP") signaling is used, BellSouth and TCG shall provide, if technically feasible, the Jurisdiction Information Parameter ("JIP") in the SS7 Initial Address Message ("IAM") in accordance with applicable industry standard technical references.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 3.1 The terms and conditions for OSS are as set forth in Attachment 6.

ATTACHMENT 6

ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)

TABLE OF CONTENTS

1.	General Conditions.....	3
2.	Pre-ordering.....	5
3.	Ordering and Provisioning.....	7
4.	Maintenance & Repair.....	10
5.	Billing.....	11
6.	Testing.....	11

ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**1 General Conditions**

- 1.1 This Attachment 6 sets forth the terms and conditions under which BellSouth will provide TCG access to the following BellSouth Operations Support Systems (“OSS”) functions. Access to these functions shall be via various interfaces and personnel and may be used by TCG for pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, which are supported by BellSouth databases, information, and personnel.
- 1.2 BellSouth shall provide to TCG nondiscriminatory access to its OSS and the necessary information contained therein in order that TCG can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide such nondiscriminatory access through electronic and/or manual interfaces, the capabilities of which are described in this Attachment. BellSouth’s current interfaces are listed on its interconnection website. Changes to such interfaces are subject to the Change Control Process (CCP) as provided in Section 1.6 of this attachment. It is the sole responsibility of TCG to obtain the technical capability to access and utilize BellSouth's OSS. BellSouth shall provide to TCG all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to ensure that local service requests (“LSRs”) are efficiently processed. All documentation is accessible at BellSouth's interconnection website, and is incorporated herein by reference.
- 1.3 Further, BellSouth shall provide to TCG any manual processes available to other CLECs for pre-ordering, ordering, provisioning, and billing functions via BellSouth’s Local Service Center, and for repair and maintenance functions through BellSouth’s Local Operations Center. TCG shall use its best efforts to utilize BellSouth’s electronic interfaces. However, should TCG use manual processes, TCG shall pay BellSouth the additional charges associated with these manual processes, as set forth in this Agreement. In the event that BellSouth's electronic interfaces are unavailable or unable to process electronic requests that normally have electronic ordering capability, and such occasion is due to system failures or internal program issues, and thereby causing TCG to submit a manual request, TCG shall be entitled to an electronic ordering charge as set forth in this Agreement.

- 1.4 BellSouth will provide TCG with access to its OSS twenty-four (24) hours a day, seven (7) days a week, less reasonable periods required for regular maintenance and scheduled downtime. BellSouth will use its best efforts to perform maintenance and to schedule downtime during evening hours and on weekends, and will post its scheduled downtime on the BellSouth interconnection website. Any changes to BellSouth's downtime schedule, as listed on its interconnection website, shall be subject to the CCP as provided in Section 1.6 of this Attachment. At a minimum, BellSouth shall provide TCG fifteen (15) calendar days advance notice of any scheduled maintenance.
- 1.5 The Parties will provide to each other a Single Point of Contact ("SPOC") to provide technical support for the OSS described herein. The Parties will provide to each other a toll-free nationwide telephone number (operational during the same hours as the Parties provide to their own end user customers) which will be answered by capable staff trained to answer questions and resolve problems in connection with the ordering and provisioning of BellSouth Services and Elements.
- 1.6 The Parties agree that the current Change Control Process ("CCP") will be used to manage the OSS as described below. TCG and BellSouth agree to comply with the provisions of the current Change Control Process. The provisions of the documented CCP may be amended from time to time with concurrence from the CLEC participants as provided for in the CCP guidelines, and are incorporated herein by reference. Generally, the CCP will administer changes to existing electronic interfaces, the introduction of new electronic interfaces, the retirement of old electronic interfaces, associated manual process improvements, and associated testing and documentation relevant to all change management processes. The process will define a procedure for resolution of CCP disputes. Documentation of the CCP, as well as that of related information and processes, will be clearly organized and readily accessible to TCG at BellSouth's interconnection website.
- 1.7 The service standards, measurements and performance incentives applicable to the interfaces are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.
- 1.8 TCG and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") ("ATIS and its associated committees"). Where standard industry formats and data elements are not developed by ATIS and its associated committees, TCG and BellSouth will use the Change Control Process to address the specific format or data element requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the Change Control Process to determine whether to continue to utilize the non-ATIS and its associated committees standard or

format and when to implement the ATIS and its associated committees standard or format.

- 1.9 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier [i.e., PIC, and LPIC changes via Customer Account Record Exchange (“CARE”)], BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (“OCN”) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 1.10 Training. For each OSS training class offered by BellSouth, TCG shall receive, at no cost, one seat per class per year. Job aids for updates to such OSS training information are available to TCG on the BellSouth website. Prior to live system usage, if required, TCG will complete user education classes for BellSouth-provided interfaces that access the BellSouth network.
- 1.11 As prescribed by the Change Control Process, BellSouth will provide notification of all Type-1 OSS outages and degradation of service for all occurrences exceeding 20 minutes, and will provide regular updates via e-mail and the interconnection website. Further, BellSouth will use best efforts to provide, as soon as possible and practical, a Root Cause Analysis (RCA) following the resolution of each OSS outage.

2 Pre-Ordering

- 2.1 BellSouth shall provide to TCG electronic access to its OSS and the information contained therein such that TCG can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, dispatch and available installation appointments, PIC options for intraLATA and interLATA toll, loop qualification information and end user customer service record information. Specifications for access and use of BellSouth's electronic pre-ordering interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. Any changes to these specifications will be clearly defined and communicated via the appropriate CCP and/or Carrier Notification process.
- 2.2 BellSouth shall provide TCG with nondiscriminatory access to the loop qualification information that is available to BellSouth, so that TCG can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that TCG intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices,

feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

BellSouth agrees to update this information on a daily basis or as changes are identified. Situations may occur where an TCG order is delayed or rejected due to insufficient information in the BellSouth loop qualification system, where a usable loop is in fact found using a manual loop look-up request. In this situation, where TCG has reasonably interpreted the information received from LFACS, and the delay or rejection occurred because of the insufficiency in LFACS, TCG shall have the right to request expedited treatment for its loop request and will not be responsible for any expedite charge in this situation. BellSouth will use best efforts to prevent such charges from appearing on a bill, however, TCG will not be required to pay for such a charge under this circumstance.

- 2.3 BellSouth and TCG will provide access to customer service record information where the Parties have the appropriate authorization from the customer. TCG represents and warrants that it has obtained any customer authorization or approval (written, verbal or electronic) required by Applicable Law in order to receive such information. TCG shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC regulations thereunder). Neither Party shall be required to present prior written authorization from each customer to the other Party before being allowed access to customer record information. Each Party will issue the other a blanket letter of authorization that states that TCG and BellSouth will obtain the customer's permission before accessing customer records. Each Party shall retain authorization from its end users. If BellSouth desires to request a Customer Service Record ("CSR") for an TCG customer, BellSouth is required to complete a Customer Service Information Query ("CSIQ") form and send via facsimile to TCG. TCG will accept CSR requests from BellSouth as acting agent for the customer (BellSouth should retain Letter of Authorization ("LOA") on file). TCG will provide the CSR and return via facsimile both the CSIQ form and the CSR within forty-eight (48) hours or two (2) business days, if the first of the two (2) days falls on a Friday or a holiday. The provisioning of local service for the territory served by BellSouth is handled by TCG's work center located in Atlanta, Georgia. The work center's facsimile telephone number is (404) 329-2169. Voice inquiries on the CSIQ should be directed to (404) 982-6611. BellSouth will honor TCG's ability to allow other CLECs to view TCG's CSRs utilizing BellSouth's interfaces.

3 Ordering and Provisioning

- 3.1 BellSouth will provide to TCG electronic access to OSS for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests, and for requests for certain network elements. Specifications for access and use of BellSouth's electronic ordering interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. Any changes to these specifications will be clearly defined and communicated via the appropriate CCP and/or Carrier Notification process.
- 3.2 BellSouth will recognize TCG as the customer of record for services ordered by TCG pursuant to this Agreement and will send all notices, invoices and pertinent information directly to TCG. Except as otherwise specifically provided in this Agreement, TCG shall be the single and sole point of contact for all TCG end users for all questions, inquiries or requests.
- 3.3 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.
- 3.4 TCG may submit, and BellSouth will accept, requests for Services and Elements on a single LSR per end user account.
- 3.5 Currently all telecommunications services for resale, unbundled network elements, and interconnection are requested via BellSouth's LSR. The exception to this is an industry-wide exception dealing with ordering interconnection local trunking, which is ordered on an Access Service Request ("ASR"). Ordering procedures for LSRs are as outlined in the ordering guide posted at BellSouth's interconnection website, and any changes to those procedures will be administered through the CCP. Any additions or changes to ordering procedures resulting from new Services and Elements shall be provided to TCG through BellSouth's interconnection website and/or carrier notifications.
- 3.6 BellSouth shall provide all ordering and provisioning services to TCG during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Ordering and provisioning support required by TCG outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. BellSouth will support project management after hour provisioning dependent on system availability (which include planned maintenance or unplanned outages) and resource availability, which resources will be allocated on a nondiscriminatory basis. The BellSouth PM will be responsible for ensuring the BellSouth personnel, and support systems

or centers necessary are available at the time established for the after hour provisioning.

- 3.7 If TCG requests that BellSouth perform provisioning services at times or on days outside of BellSouth's normal business hours, BellSouth shall provide TCG a quote for such services consistent with the provisions set forth in Attachment 2 of this Agreement, incorporated herein by this reference.
- 3.8 To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by TCG will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if TCG wishes to reinstate an order, TCG may be required to submit a new service order.
- 3.9 Upon request from TCG, and consistent with the provisions set forth in Attachment 2 of this Agreement, incorporated herein by this reference, BellSouth will provide an intercept referral message for any order for Services and Elements which include any new TCG telephone number.
- 3.10 BellSouth will provide TCG with a Firm Order Confirmation ("FOC") in compliance with the provisions of Attachment 9 of this Agreement, incorporated herein by this reference. The FOC will provide TCG with the BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service). Additional specific data may also be provided, if appropriate.
- 3.11 TCG will specify on each order its Desired Due Date ("DDD") for completion of that particular order. BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. If the DDD cannot be met BellSouth will notify TCG under conditions outlined in 3.15. BellSouth will make best efforts to meet the DDD for service requests.
- 3.12 If, during the provisioning visit to the TCG end user premises, the TCG end user requests additional work, BellSouth will contact TCG for authorization to perform said work; will provide an estimate of time and materials required; will quote time and charges at the completion of the visit; and will notify TCG if a subsequent visit is required.
- 3.13 Expedite and Escalation Procedures:
- 3.14 Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, TCG must request the expedite through the appropriate BellSouth service center on the appropriate service request form. The BellSouth service center will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The BellSouth service center will advise TCG of this date on the FOC. If the date on the FOC does not meet TCG's expedited request, TCG may escalate to the

appropriate center. BellSouth may bill expedite charges for expedited due date pursuant to the charges in Exhibit A of Attachment 2 and will advise TCG of any charges at the time the offered date is provided. BellSouth will provide an escalation list to TCG containing the names and numbers of the appropriate personnel escalations are to be referred.

- 3.15 When TCG orders Services and Elements electronically pursuant to this Agreement, BellSouth shall provide all responses, notifications and other communications electronically. Except for completion notifications, when TCG orders Services and Elements manually pursuant to this Agreement, BellSouth shall provide all responses, notifications and other communications in the same manner in which it was submitted. These notifications will also be available through BellSouth's interconnection website. Such notice will be made as set forth in Attachment 9 as soon as the status change is identified. These notifications, responses, and other communications include, but are not limited to Firm Order Confirmations, Due Date jeopardies, Rejections/Clarifications/Errors in any of the data element(s) fields, Completion Notices, and Billing Completion Notices.
- 3.16 BellSouth and TCG will perform co-operative testing (including trouble shooting to isolate problems) to test any Services and Elements purchased by TCG pursuant to this Agreement in order to identify any performance problems identified at turn-up of the Services and Elements.
- 3.17 Where BellSouth provides installation on behalf of TCG, BellSouth shall advise the TCG end user to notify TCG immediately if the TCG end user requests a service change, moves, or any other additional work at the time of installation.
- 3.18 Upon TCG's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.
- 3.19 Unless otherwise ordered by TCG, when TCG orders Services and Elements pursuant to this Agreement, all pre-assigned trunk or telephone numbers currently associated with those Services and Elements shall be retained without loss of switched based features where such features exist. TCG shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

3.20 Operational Support Systems

- 3.21 LSRs submitted by means of an electronic interface will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means

other than an interactive interface (mail, fax, courier, etc.) will incur a manual order charge.

3.22 Denial/Restoral OSS Charge

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

3.23 Cancellation OSS Charge

- 3.23.1 TCG will incur an OSS charge for an accepted LSR that is later canceled.

- 3.24 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

4 Maintenance and Repair

- 4.1 BellSouth shall provide to TCG electronic access to its OSS for the purpose of performing maintenance functions for all Services and Elements provided pursuant to this Agreement in accordance with the terms and conditions of this Attachment 6 and as set forth in the Operational Understanding negotiated between BellSouth and TCG Maintenance Centers ("Operational Understanding"). BellSouth will not make changes to the Operational Understanding negotiated between BellSouth and TCG without TCG's agreement. Specifications for access and use of BellSouth's maintenance and repair interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference.
- 4.2 BellSouth service technicians shall provide to TCG end users repair service that is at least equal in quality to that provided to BellSouth end users and trouble calls from TCG shall receive response time priority that is at least equal to that of BellSouth end users and shall be handled on a "first come first served" basis regardless of whether the end user is an TCG end user or a BellSouth end user.
- 4.3 For services provided through resale, BellSouth agrees to provide TCG with scheduled maintenance for residence and small business end users consistent with the Operational Understanding. BellSouth agrees to provide TCG written notification of Central Office conversions and such conversions consistent with the Operational Understanding.

- 4.4 Maintenance charges for premises work beyond the NID by BellSouth technicians, shall be billed by TCG to its end user, and not by BellSouth. The BellSouth technician shall, (i) contact TCG for authorization, (ii) provide TCG an estimate of time and materials required, (iii) explain to the end user additional work performed, upon completion of such requested work, and, (iv) notify TCG if a subsequent visit is required. BellSouth will bill maintenance charges for premises visits to TCG.
- 4.5 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the end user with a warranty sheet for the work performed and the materials used. In the event that an additional appointment is required, the BellSouth technician will notify TCG immediately.
- 4.6 BellSouth shall use best efforts to provide TCG with prior notification, in the event that a BellSouth repair person is unable to keep a scheduled repair visit. If prior notice is not given and a scheduled repair visit is missed, TCG may escalate to BellSouth for expedited repair or a revised estimated completion time.

5 Billing

- 5.1 BellSouth shall provide to TCG nondiscriminatory access to billing OSS in compliance with the provisions in Attachment 7 – Billing.

6 Testing

- 6.1 BellSouth shall administer all OSS testing in accordance with published testing processes as set forth in the CCP document and the CLEC Pre-Ordering/Ordering Interface Testing Practices and Procedures. Both documents are accessible at BellSouth's interconnection website, and any changes to those procedures will be administered through the CCP.
- 6.2 When the BellSouth testing environment is available, BellSouth will support regression testing to assure systems integrity.

ATTACHMENT 7
CONNECTIVITY BILLING AND RECORDING

ATTACHMENT 7

CONNECTIVITY BILLING AND RECORDING

TABLE OF CONTENTS

1.1	GENERAL	3
1.2	BILLABLE INFORMATION AND CHARGES	5
1.3	MEET POINT BILLING	7
1.4	RIGHT-OF-WAY	8
1.5	LOCAL NUMBER PORTABILITY	8
1.6	ISSUANCE OF BILLS - GENERAL	9
1.7	ELECTRONIC TRANSMISSIONS	10
1.8	TAPE OR PAPER TRANSMISSIONS	11
1.9	TESTING REQUIREMENTS	12
1.10	ADDITIONAL REQUIREMENTS	13
1.11	PAYMENT OF CHARGES	13
1.12	BILLING DISPUTES	14
1.13	LATE PAYMENT CHARGES	15
1.14	DISCONTINUANCE OF SERVICE	16
1.15	ADJUSTMENTS	17
1.16	REVENUE PROTECTION	23
2.	LOCAL ACCOUNT MAINTENANCE	18

CONNECTIVITY BILLING AND RECORDING

1.1 General

- 1.1.1 This Section describes the requirements for BellSouth to bill and record all charges TCG incurs for purchasing: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to TCG's network; (c) certain unbundled Network Elements and certain combinations of such unbundled Network Elements (Network Elements and Combinations) (resale, interconnection, Network Elements and Combinations shall collectively be referred to as "Billed Services"); and to provide Meet Point Billing and Mutual Compensation.
- 1.1.2 After receiving certification as a local exchange company from the appropriate regulatory agency, TCG will provide the appropriate BellSouth service center the necessary documentation in order for BellSouth to establish service for TCG.
- 1.1.3 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from TCG, shall be forwarded to the individual and/or addresses provided by TCG in establishment of its billing account(s) with BellSouth, or to the individual and/or addresses subsequently provided by TCG as the contact for billing information. TCG may not request more than one address per billing account number. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from TCG to BellSouth's billing organization, the notice of discontinuance of services purchased by TCG under this Agreement provided for in Section 1.15 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.
- 1.1.4 After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, TCG will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer

Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, TCG may not order services under a new Q account established in accordance with this Section 1.1.4 until 30 days after all information specified in this Section is received from TCG.

- 1.1.5 OCN. If TCG needs to change its Company Code(s) under which it operates when TCG has already been conducting business utilizing those Company Code(s), TCG will submit such a request through the BFR/NBR request.
- 1.1.6 Payment of all charges will be the responsibility of TCG. TCG shall make payment to BellSouth on or before the next bill date in immediately available funds for all services billed except as otherwise provided in this Attachment. Payment is considered to have been made when received by BellSouth. BellSouth is not responsible for payments not received by TCG from TCG's end user. BellSouth will not become involved in billing disputes that may arise between TCG and its end user. Payments made to BellSouth, as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.1.7 Upon proof of tax exempt certification from TCG, the total amount billed to TCG will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. TCG will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to TCG's end user.
- 1.1.8 BellSouth will not perform billing and collection services for TCG as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 1.1.9 Deposit Policy TCG shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness, unless satisfactory credit has already been established. Based on the results of any BellSouth credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by TCG. Any such security deposit shall in no way release TCG from its obligation to make complete and timely payments of its bill. TCG shall pay any applicable deposits prior to the inauguration of service. To the extent not required as of the effective date of this agreement, TCG shall not be required to furnish a security deposit or letter of credit to BellSouth absent an adverse material change in financial circumstances would so

warrant and/or gross monthly billing has increased substantially beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in TCG's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event TCG fails to remit to BellSouth any deposit requested pursuant to this Section, service to TCG may be terminated in accordance with the terms of Section 1.15.2 of this Attachment, and any security deposits will be applied to TCG's account(s). In the event TCG defaults on its account, service to TCG will be terminated in accordance with the terms of Section 1.15.2 and any security deposits will be applied to TCG's account.

1.2 Billable Information and Charges

- 1.2.1 BellSouth will bill and record in accordance with this Agreement those charges TCG incurs as a result of TCG's purchasing Billed Services from BellSouth. BellSouth will bill charges through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided. BellSouth will format all bills in CABS Billing Output Specifications (CBOS) Standard or CRIS/CLUB format, depending on the type of service ordered, and will include sufficient bill detail to identify the particular services ordered. For those Billed Services where standards have not yet been developed, BellSouth's billing format will change, as necessary, when standards are finalized by the industry forum.
- 1.2.2 BellSouth shall provide TCG a monthly bill that includes all charges incurred by and credits and/or adjustments due to TCG for those Billed Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to TCG shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date, except for detail usage for resold services which could extend beyond the current bill date, which are: per use vertical services, directory services, operator charges, IntraLATA toll and optional calling plans, excluding Watsaver® Service; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments. Each bill shall set forth the quantity and description of each such

Billed Services billed to TCG. All charges billed to TCG must indicate the state from which such charges were incurred except in cross boundary state situations.

- 1.2.3 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to TCG and must be a valid calendar date. Bills should not be rendered for any charges which are incurred under this agreement on or before one (1) year proceeding the bill date. However, both Parties recognize that situations exist which would necessitate billing beyond the one (1) year limit, as permitted by law. These exceptions are:
 - 1.2.3.1 Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party;
 - 1.2.3.2 Charges incorrectly billed due to error in or omission of customer provided data such as PIU and PLU factors, or other ordering data
 - 1.2.3.3 Both Parties agree that these limits will be superceded by a Bill Accuracy Certification Agreement which might be negotiated between the Parties.
- 1.2.4 Charges for Billed Services shall be in conversation seconds for those services that are billed based on conversation time. For resold services, charges will be billed in accordance with retail billing standards. For other than resold services, the total seconds per chargeable rate element per end office will be totaled and rounded to the nearest whole minute. Self reporting factors such as PLU and PIU will be used to determine jurisdiction of unidentifiable traffic.
- 1.2.5 Billing Account Numbers ("BANS") will be established in accordance with BellSouth billing policy and OBF standards. The BellSouth billing policy in effect at the time this Agreement is signed will govern the billing account structure during the term of this Agreement. BellSouth will provide such policy to TCG at such time. Changes to the BellSouth billing policy will be coordinated with TCG and the TCG Account Team to ensure that TCG will not be adversely impacted by such changes. TCG may request that certain categories of charges be included in separate bills, which are to be sent to different billing addresses. TCG will submit such request through the Bona Fide Request/New Business Request ("BFR/NBR") process set forth in Attachment 10 of this Agreement, incorporated herein by this reference.
- 1.2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 7. Billing questions subsequent to implementation will be directed to the appropriate BellSouth billing specialist.

1.3 Meet Point Billing

- 1.3.1 Where appropriate, TCG and BellSouth will establish meet-point billing (“MPB”) arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF’s MECAB and MECOD documents, except as modified herein. Both Parties will individually and collectively maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 1.3.2 TCG and BellSouth will implement the “Multiple Bill/Multiple Tariff” option in order to bill any interexchange carrier (“IXC”) for that portion of the jointly provided switched exchange access service provided by TCG or BellSouth.
- 1.3.3 BellSouth shall provide to TCG the billing name, billing address, and carrier identification code (“CIC”) of the IXCs that may utilize any portion of TCG’s network in an TCG/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to TCG in the format and via the medium to which the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, BellSouth will work with the end office company to identify the proper entity to be billed.
- 1.3.4 BellSouth and TCG agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges (“RIC”) and common carrier line (“CCL”) charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party’s access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges. BellSouth and TCG agree that in a MPB arrangement, where transport is jointly provided, and/or the tandem is owned by one Party and the end office is owned by the other Party, charges will be billed using tariff rates and in accordance to MECAB guidelines.
- 1.3.5 BellSouth and TCG will record and transmit switched exchange access service records in accordance with the MECAB standards. Such data shall be transmitted to the other Party within ten (10) days of its recording.
- 1.3.6 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other

Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.

1.3.7 Errors in MPB data exchanged by the Parties may be discovered by TCG, BellSouth or the billable IXC. Both TCG and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to uncorrectable errors or otherwise, the Parties shall follow the procedures set forth in Section 1.12 of this Attachment 7.

1.3.8 Both Parties will provide the other a single point of contact to handle any MPB questions.

1.3.9 MPB will apply for all traffic bearing the 500, 700, 900, 8YY or any other non-geographic NPA which may be likewise designated for such traffic in the future.

1.4 Right-of-Way

1.4.1 Billing for right-of-way, poles and conduits will be addressed in Attachment 8 of this Agreement, incorporated herein by this reference.

1.5 Local Number Portability

1.5.1 When an IXC terminates an interLATA or intraLATA toll call to an TCG local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that TCG shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any Service Provider Number Portability ("SPNP") fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an TCG local exchange customer whose telephone number has been ported from BellSouth, and is terminated on TCG's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

1.6 Issuance of Bills - General

- 1.6.1 BellSouth and TCG will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and TCG will establish monthly billing dates (“Bill Date”) for each Billing Account Number (“BAN”). Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or New Year’s Day, Martin Luther King, Jr.’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 1.6.2 BellSouth and TCG shall issue all CABS bills or bills in CBOS format containing such billing data and information in accordance with the most current version of CBOS, or if development time is required, within two (2) versions of the current CBOS standard. To the extent that there are no CBOS or MECAB standards governing the formatting of certain data, such data shall be issued in the format as mutually agreed upon by the Parties.
- 1.6.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy (ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 1.6.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of

the other. TCG and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 7.

1.7 Electronic Transmissions

1.7.1 BellSouth and TCG agree that each Party will transmit billing information and data in the appropriate CBOS format electronically via CONNECT:Direct to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. TCG data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with TCG, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide TCG/Alpharetta its CONNECT:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via CONNECT:Direct. TCG's CONNECT:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. TCG will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either Party's existing CONNECT:Direct Node ID must be sent to the other Party no later than sixty (60) calendar days before the changes take effect; provided however that BellSouth may request an extension of that time and TCG cannot unreasonably withhold its consent with such an extension.

1.7.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CBOS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR), MEGA, JBILL,

	TCGXX (XX=Bill Period), or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) or CSR (Customer Service Record)

1.8 Tape or Paper Transmissions

- 1.8.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by TCG and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at locations provided by the customer. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.
- 1.8.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided, by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any billing tapes in tape canisters.
- 1.8.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards 18 or 36 track, odd parity, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width

certification and permanent error free at final inspection. TCG reserves the right to destroy a tape that has been determined to have unrecoverable errors. TCG also reserves the right to replace a tape with one of equal or better quality.

- 1.8.4 Billing data tapes shall follow CBOS standards.
- 1.8.5 A single alphanumeric serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name shall appear on the flat side of the cartridge.
- 1.8.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

1.9 Testing Requirements

- 1.9.1 If requested by TCG, at least thirty (30) calendar days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to TCG bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with CBOS standards. After receipt of the test data from BellSouth, TCG will notify BellSouth at least ten (10) days prior to the software release implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CBOS standards, BellSouth shall make the necessary corrections prior to implementation to meet such CBOS standards.
- 1.9.2 BellSouth shall provide to TCG's AC&R Access Bill Coordinator, at an agreed upon address, BellSouth's originating or state level company code so that it may be added to TCG's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.
- 1.9.3 If requested by TCG, test tapes containing the transmitted TCG billing data and information will be sent during the testing period, per request, to the following location:

Test Tapes:	TCG Attention: AC&R Access Bill Coordinator 600 North Point Parkway FLOC B1104B Alpharetta, Georgia 30302
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1.10 Additional Requirements

1.10.1 BellSouth agrees that if it transmits data to TCG in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CBOS guidelines but which are necessary for TCG to process billing information and data:

1.10.1.1 The BAN shall not contain embedded spaces or low values.

1.10.1.2 The Bill Date shall not contain spaces or non-numeric values.

1.10.1.3 Each bill must contain at least one detail record.

1.10.1.4 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

1.10.1.5 The Invoice Number must not have embedded spaces or low values.

1.11 Payment Of Charges

1.11.1 Subject to the terms of this Agreement, TCG and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from receipt of the bill, whichever is later. Any bill received on a Saturday, Sunday or New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day will be deemed received the next business day. If the payment due date is a Sunday or is a Monday that has been designated a holiday for New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day, payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a holiday for New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day, payment will be made on the preceding business day.

- 1.11.2 Payments shall be made in U.S. Dollars via electronic funds transfer (“EFT”) to the other Party’s bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and TCG shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. TCG will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide TCG with one address to which such payments shall be rendered. In the event TCG receives multiple bills from BellSouth which are payable on the same date, TCG may remit one payment for the sum of all bills payable to BellSouth’s bank account specified in this subsection if TCG provides payment advice to BellSouth. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

1.12 Billing Disputes

- 1.12.1 Each party agrees to provide written notice to the Billing Party of the amount it disputes (Disputed Amount) and include in such written notice the total estimated amount disputed and the specific details and reason for disputing each item including, without limitation, and as applicable, the date of the bill in question, BAN/Invoice number of the bill, and the level of detail required to communicate the extent of dispute, which may include the telephone number, if necessary, customer code, circuit ID number or trunk number, and the USOC information questioned. TCG shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF1461) provided by BellSouth. Except as provided above, required fields on the BAR form, are the BAN and ETN fields. Other fields may be utilized at TCG’s discretion. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the dispute notification date. If the Parties are unable to reach resolution within the 60 day period, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

- 1.12.2 For purposes of this Section 1.12, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation as described in Section 1.12.1. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for

damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

- 1.12.3 If a party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in Section 1.13 of this Attachment 7. If a party disputes charges and the dispute is resolved in favor of such party, the other party shall credit the bill of the disputing party for the amount of the disputed charges along with any late payment charges assessed immediately after the resolution of the dispute. Accordingly, if a party disputes charges and the dispute is resolved in favor of the other party, the disputing party shall pay the other party the amount of the disputed charges and any associated late payment charges assessed immediately after the resolution of the dispute.

1.13 Late Payment Charges

- 1.13.1 Late Payment Charges. If either Party fails to remit payment for any charges described in this Attachment 7 by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by TCG, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs, based upon the service for which payment was not received: for general subscriber services, Section A2 of the General Subscriber Services Tariff; for private line service, Section B2 of the Private Line Service Tariff; and for access service, Section E2 of the Access Service Tariff. For bills rendered by TCG for payment by BellSouth the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1½ %) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed by TCG on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs. Bill disputes shall not be submitted by either

party for any charge on or after one (1) year following the bill date of the bill on which the charge first appears.

1.14 Discontinuance of Service

1.14.1 The procedures for discontinuing service to an end user are as follows:

1.14.1.1 Where possible, BellSouth will deny service to TCG's end user on behalf of, and at the request of, TCG. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of TCG.

1.14.1.2 At the request of TCG, BellSouth will disconnect an TCG end user.

1.14.1.3 All requests by TCG for denial or disconnection of an end user for nonpayment must be in writing.

1.14.1.4 TCG will be made solely responsible for notifying the end user of the proposed disconnection of the service.

1.14.1.5 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

1.14.2 The procedures for discontinuing service by either TCG or BellSouth are as follows:

1.14.2.1 The Parties reserve the right to suspend or terminate service for nonpayment of undisputed amounts or in the event of prohibited, unlawful or improper use of the each party's facilities or services, or abuse of the other party's facilities.

1.14.2.2 The Parties reserve the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 1.12, is not received by the bill date in the month after the original bill date, either party may provide written notice to the other party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts and all amounts billed in accordance with this Attachment that are not in dispute, is not received by the fifteenth day following the date of the notice. In addition either party may, at the same time, provide written notice to the person designated by either party to receive notices of noncompliance that either party may discontinue the provision of existing services to the other party if payment of such amounts such amounts and all amounts billed in accordance with this Attachment that are not in

dispute, is not received by the thirtieth day following the date of the initial notice.

- 1.14.2.3 In the case of such discontinuance, all billed undisputed charges, as well as applicable termination charges, shall become due.
- 1.14.2.4 If either party does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and the other party's noncompliance continues, nothing contained herein shall preclude the noticing party's right to discontinue the provision of the services to the other party without further notice.
- 1.14.2.5 Upon discontinuance of service on a party's account, service to such party's end users will be denied. The denying party will reestablish service for the denied party upon payment of all past due undisputed charges and the appropriate connection fee, subject to the denying party's normal application procedures. The denied party is solely responsible for notifying the end user of the proposed disconnection of the service. If within fifteen (15) days after a party's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, such party's service will be discontinued.

1.15 Adjustments

- 1.15.1 Subject to the terms of this Attachment 7, BellSouth will adjust incorrect billing charges to TCG. Such adjustments shall be set forth in the appropriate section of the bill pursuant to CBOS or CLUB/EDI standards.

1.16 Revenue Protection

- 1.16.1 Where BellSouth services are being resold TCG will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 800, 900, and 976 numbers.
- 1.16.2 The Party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other Party shall be liable for the amount of the revenues lost by the Party unable to bill or collect the revenues less costs that would have been incurred from gaining such revenues.

1.16.3 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of the Party having such administrative control.

1.167.4 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

2. LOCAL ACCOUNT MAINTENANCE

2.1 Where TCG is reselling BellSouth's services BellSouth shall provide local account maintenance information and service as described herein.

2.2 When notified by a CLEC (or from the end user to change to BellSouth service) that an TCG end user has switched its local service to the other CLEC's service (or to BellSouth), BellSouth shall send TCG a loss notification message to inform TCG that its end user has switched to another CLEC (or to BellSouth). The Parties agree to utilize LSOG4 or the most current industry ordering guideline standard established by the OBF that contains the loss notification message.

2.3 BellSouth shall send loss notification messages to TCG six (6) days a week using the applicable release of EDI as the electronic medium for transmitting the loss notification message.

2.4 BellSouth shall accept and process intraLATA and interLATA PIC changes sent by TCG. When an TCG local end user switches its IXC, TCG will enter the PIC change into the current local order system, and will generate an intraLATA or interLATA PIC Service Change Order that will be sent to BellSouth for provisioning over the existing ordering gateway.

2.5 If an OLEC Freeze is placed on the end user account via the FPI field when submitting a new end user account to BellSouth then, BellSouth when BellSouth is notified by an intraLATA or interLATA carrier using a Transaction Code ("TC") "01" PIC order record that an TCG local end user has changed its intraLATA or interLATA PIC, BellSouth shall reject the order

and notify the intraLATA or interLATA carrier that a CARE PIC record should be sent to TCG. BellSouth shall notify the intraLATA or interLATA carrier by creating a '3148' and shall provide the TCG Operating Company Code for resale and UNE-P. For Ported Numbers a '3151' reject transaction record will be sent to the submitting carrier. The intraLATA and interLATA carrier should redirect the TC01 order to TCG for processing the PIC.

ATTACHMENT 8

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.
(Licensee)

BELLSOUTH License Agreement Number -

C O N T E N T S

SECTION	PAGE
1. Definitions	3
2. Scope of Agreement	7
3. Requirements and Specifications	8
4. Additional Legal Requirements	18
5. Facilities and Licenses	19
6. Make-Ready Work	21
7. Application Forms and Fees	22
8. Processing of Applications	24
9. Issuance of Licenses	25
10. Construction of Licensee's Facilities	26
11. Use and Routine Maintenance of Licensee's Facilities	29
12. Modification and Replacement of Licensee's Facilities	29
13. Rearrangement of Facilities at request of Another	29
14. Emergency Repairs and Pole Replacements	31
15. Inspection by BellSouth of Licensee's Facilities	31
16. Notice of Noncompliance	31
17. Unauthorized Occupancy or Utilization of BellSouth's Facilities	33
18. Removal of Licensee's Facilities	34
19. Fees, Charges, and Billing	34
20. Advance Payment and Imputation	34
21. Assurance of Payment	35
22. Insurance	35
23. Indemnification	35
24. Authorization Not Exclusive	35
25. Assignment of Rights	35
26. Failure to Enforce	36
27. Dispute Resolution	36
28. Supersedure of Agreement(s)	37
29. Rates	37
 EXHIBITS	
A 2006 FCC Formula Support Fees	38
B Records Maintenance Centers	34

RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment 8 sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's poles, ducts, conduits and rights-of-way, pursuant to the Act. To the extent applicable, this Agreement also sets forth the terms and conditions applicable to request to attach to Joint Use Poles and the relevant defined terms shall be construed to include such Joint Use Poles.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in Sections 1.1 through 1.32.

- 1.1 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.
- 1.2 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 1.3 Application. The process of requesting information related to records, Poles, Conduit and/or Rights-of-Way availability, or make-ready requirements for BellSouth owned or controlled Facilities. Applications shall not be limited as to the maximum number of consecutive Poles, consecutive Manhole sections or feet addressed, but in the event that AT&T submits an application for more than 200 consecutive poles, or 20 consecutive Manhole sections or 10,000 feet, BellSouth may request and AT&T will not unreasonably withhold consent for an extension of the time in which BellSouth will evaluate the application. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 1.4 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151, et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in Section 1.23 following.

- 1.5 Assigned. The term “assigned”, when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space “assigned” to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being “assigned”.
- 1.6 Available. The term “available”, when used with respect to conduit or duct space or pole attachment space, or space in the rights-of-way refers to any usable space in such conduit or duct or on such pole or in such rights-of-way not assigned to a specific provider at the applicable time.
- 1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 1.8 Conduit occupancy. The terms “conduit occupancy” and “occupancy” refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth’s conduit system.
- 1.9 Conduit system. The term “conduit system” means a collection of one or more conduits together with their supporting infrastructure. In this Attachment 8, the term refers to conduit systems owned or controlled by BellSouth.
- 1.10 Cost. The term “cost” as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual reasonable charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the total estimated charges shall be provided to AT&T before the work is performed.
- 1.11 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment 8, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.
- 1.12 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 1.13 The acronym "FCC" refers to the Federal Communications Commission.
- 1.14 Inner-Duct. The term “inner-duct” refers to a pathway created by subdividing a duct into smaller channels. A duct may be capable of holding only one innerduct.
- 1.15 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each Party to the poles, ducts, conduits and rights-of-way owned by the other Party.
- 1.16 Joint Use Pole. A pole not owned by BellSouth, but upon which BellSouth maintains its Facilities.

- 1.17 Licensee. The term "licensee" refers to a person or entity, which has entered into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.
- 1.18 Lashing. The term "lashing" refers to the attachment of a sheath or inner-duct to a licensee's supporting sheath or strand.
- 1.19 License. The term "license" refers to any license issued pursuant to this Attachment 8 and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Attachment 8.
- 1.20 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of Licensee's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate Licensee's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of Licensee's facilities.
- 1.21 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.
- 1.22 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.
- 1.23 Person acting on Licensee's behalf. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.
- 1.24 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole

proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

- 1.25 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 1.26 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.27 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate Licensee's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate Licensee's facilities.
- 1.28 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another Party to place poles, conduits, cables, other structure and equipment, or to provide passage to access such structures and equipment. . A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.29 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.30 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per Party) reserved by BellSouth, Licensee, or a third party for maintenance, repair, or emergency restoration.
- 1.31 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State in which the access to BellSouth poles, ducts, conduits or rights-of-way, granted pursuant to this Attachment 8, occurs or attachment is located.
- 1.32 Third Party. The terms "third party" and "third parties" refer to persons and entities other than Licensee and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Attachment 8 or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

- 2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself, subsidiaries or affiliates, or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to Licensee because of the potential or forecasted needs of itself or other parties.
- 2.2 Attachments and Occupancies Authorized by this Attachment 8. BellSouth shall issue one or more licenses to Licensee authorizing Licensee to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
- 2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment 8 and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Attachment 8.
- 2.2.2 Licensee agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.
- 2.3 Licenses. Subject to the terms and conditions set forth in this Attachment 8, BellSouth shall issue to Licensee one or more licenses authorizing Licensee to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on reasonable engineering concerns. BellSouth may deny a license application on a nondiscriminatory basis where there is insufficient capacity or the reasons of safety, reliability and generally applicable engineering purposes. BellSouth's denial of access shall be specific, shall include all relevant evidence and information supporting its denial, and shall explain how such evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability or engineering standards. If access is not granted within forty-five (45) days of the request for access, BellSouth must confirm the denial in writing by the forty-fifth day. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system.

- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all BellSouth owned or controlled rights-of-way.
- 2.4.1 BellSouth shall provide Licensee with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Licensee.
- 2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in Section 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with Section 2.4.2, or, in the case where Licensee elects not to invoke its rights under Section 2.4.1 or Section 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any third party assignment of ROW's to Licensee.
- 2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a license or other attachment:
- 2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Attachment 8 nor any license granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private rights-of-way, and nothing contained in this Attachment 8 or in any license granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private rights-of-way.
- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment 8 or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which Licensee has

attached or placed facilities pursuant to licenses issued under this Attachment 8 provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.

- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's pole attachment, conduit occupancy or ROW use, rights provided by licenses issued pursuant to this Attachment 8.
- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under licenses issued pursuant to this Attachment 8.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Attachment 8 or any license issued hereunder shall not be construed as authorizing either Party to this Attachment 8 to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment 8 or

any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations ...

- 2.8.1 Licensee acknowledges that the facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing Licensee facilities, or to use the pole or conduit space allocated to Licensee, without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.
- 2.8.3 With respect to facilities occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will give to Licensee sixty (60) days' written notice for conduit extensions or reinforcements, sixty (60) days' written notice for pole line extensions, sixty (60) days' written notice for pole replacements, and sixty (60) days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to Licensee a right to maintain and use such facility. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of Licensee.
- 2.8.4 If necessary to make conduit space available for Licensee's use, upon Licensee's request and at Licensee's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time. . BellSouth retains salvage rights on any cable removed. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.
- 2.9 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROW's will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

- 3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that it shall place, construct, maintain, repair, and remove its facilities in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section:

- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code ("NEC"); and
- 3.1.3 The National Electrical Safety Code ("NESC").
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 3.1 of this Attachment 8 if required by law to do so or upon the mutual agreement of the Parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Section 3.1 above, Licensee's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:
 - 3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.
 - 3.3.2 Licensee's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
 - 3.3.3 Licensee's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
 - 3.3.4 No coaxial cable of Licensee shall occupy a conduit system containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.
 - 3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
 - 3.3.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new facilities shall be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.
- 3.4 Additional Physical Design Specifications. Licensee's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:
 - 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.

- 3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when Licensee's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's conduit to BellSouth's conduit system:
- 3.5.1 Licensee will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install Licensee facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's facilities into BellSouth's manholes and the placement of Licensee's facilities in BellSouth's manholes.
- 3.5.3 If Licensee constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If Licensee's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.
- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's conduit systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth's certification requirements, which certification requirements shall be consistent with FCC rules and orders. The Parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's facilities) within BellSouth's conduit system. Licensee shall not permit any person acting on Licensee's behalf to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.
- 3.6.1 Licensee's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed by Licensee upon receipt of license specified in

Section 5.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.

- 3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other Party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.
- 3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's facilities shall be firmly secured and supported in accordance with Telcordia Technologies and industry standards.
- 3.6.6 Licensee's facilities shall be plainly identified with Licensee's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth.
- 3.6.7 Identification of Pole Attachments. Licensee's Facilities attached to BellSouth Poles shall be plainly identified with Licensee's name affixed in accordance with Telcordia Technologies' "Blue Book-Manual of Construction Procedures".
- 3.6.8 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in accordance with industry standard practices and procedures and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 3.6.9 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.10 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Telcordia.
- 3.6.11 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the

protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of all personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.

- 3.6.12 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- 3.6.13 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within ten (10) feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 3.6.14 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.
- 3.6.15 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.
- 3.6.16 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's conduit system.
 - 3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.

- 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
- 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.
- 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.7.6 When an emergency situation arises which necessitates Carrier access to a manhole, Carrier should call BellSouth's Access Customer Advocate Center ("ACAC") or the Unbundled Network Element (UNE) Center. BellSouth will then contact the Maintenance Supervisor who will return the Carrier's call and will arrange for access with on-call maintenance field personnel during the emergency condition on an emergency basis. (A list of contact telephone numbers is available to each CLEC for this purpose).
- 3.8 Occupational Safety and Health Act ("OSHA") Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:
- 3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with OSHA and all rules and regulations promulgated thereunder;
- 3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Licensee (and any person acting on Licensee's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.
- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which Licensee has applied for or holds a license, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's conduit is fabricated from

asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." AT&T will endeavor to determine whether all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the preceding sentence is not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 3.9.1 AT&T may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to AT&T as AT&T may deem necessary to determine the presence at such sites of environmental contaminants. BellSouth will assist AT&T, at AT&T's request and expense, in the performance of such inspections and tests.
- 3.9.2 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601, et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251, et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).
- 3.9.3 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 3.9.4 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.5 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations. Neither Licensee nor BellSouth nor personnel performing work on either Party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in

accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.

- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 3, the most stringent standard or specification shall apply.
- 3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of Licensee's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Attachment 8; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by Licensee. Either Party may audit the other Party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.
- 3.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth consistent with industry standards.
- 4. ADDITIONAL LEGAL REQUIREMENTS**
- 4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place facilities in, or attach facilities to, poles, conduits and ducts and

rights-of-way owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

- 4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

- 4.2.1 Licensee shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.

- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.

- 4.3 Lawful Purposes. All facilities placed by Licensee in BellSouth's conduit and ducts or on BellSouth's rights-of-way poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts, poles or rights-of-way for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

- 5.1 Licenses Required. Before placing any facilities in BellSouth's rights-of way, conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, Licensee must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license.

- 5.2 Provision of Records and Information to Licensee. In order to obtain information regarding BellSouth facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-

service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to obtain copies of engineering records or drawings which pertain to those facilities within the geographic area identified in Licensee's request. Such copies of records shall be provided to Licensee via courier at expense of Licensee or otherwise available at the records location center set forth in Exhibit B. However, all requests for copies of records shall be submitted to the Competitive Structures Provisioning Center in Birmingham, Alabama.

- 5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth assumes no liability to Licensee or any third party for errors/omissions contained therein.
- 5.4 Determination of Availability. BellSouth shall provide pole, conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the BellSouth facilities for which such information is desired. Licensee may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.
- 5.5 Assignment of Conduit, Duct and Pole Space. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.
- 5.5.1 No Make-Ready Work Required. If no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 days after BellSouth receives Licensee's Application.
- 5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such available space shall remain in effect until make-ready costs are presented to Licensee and approval by Licensee pursuant to the time frames herein stated in 6.2. If Licensee approves BellSouth's make-ready costs, Licensee shall have twelve (12) months from the date of Application approval to install its Facilities.

- 5.6 Where the Licensee is authorized to perform Make Ready Work itself or through a contractor and elects to do so, Licensee shall install its Facilities within twelve (12) months from the date that Licensee informs BellSouth that Licensee will perform Make-Ready Work. In the event Licensee does not install its Facilities within the time frames set out in this Section 5.4, the assignment shall be void and such space shall become available.

6. MAKE-READY WORK

- 6.1 Work Performed by BellSouth. If performed by BellSouth, make-ready work to accommodate Licensee's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be subjugated to BellSouth work, nor entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business. BellSouth shall process the Application and perform the make-ready work with the same dispatch as it processes its own internal reviews for similar work prior to making attachments or installing fiber in conduit and its own make-ready work.
- 6.1.1 If Licensee desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.
- 6.2 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement **or** collective bargaining agreement. In accordance with Section 3.6.8, all manhole pumping and purging shall be performed by a vendor approved by BellSouth or otherwise qualified and skilled to perform the work.
- 6.4 Completion of Make-Ready Work. BellSouth will issue a license to Licensee at the time all make-ready work necessary to Licensee's attachment or occupancy has been completed.

6.5 Make Ready Application Process:

- Within five business days of receipt by BellSouth of an AT&T application to attach to poles (*i.e.*, within the 45-day period specified in Attachment 8 § 2.3) (“Pole Application”), BellSouth shall provide AT&T with formal notification as to whether AT&T’s application is complete (*i.e.* all basic information required for processing of the Pole Application has been submitted). If necessary information is missing from AT&T’s Pole Application, the pre-survey process outlined below will not begin until AT&T provides the necessary information in response to BellSouth’s request. Within fifteen business days of notifying AT&T that its Pole Application is complete, BellSouth will provide AT&T with its invoice (including supporting documentation) for all pre-survey work associated with the Pole Application. AT&T will provide AT&T with pre-payment, as identified in the BellSouth invoice, for pre-survey work within seven business days of receipt of BellSouth’s invoice (the “Survey Payment”).
- Within 45 days of receipt by BellSouth of AT&T’s application to attach to poles, BellSouth shall use its best efforts to complete all tasks necessary to determine whether Make-Ready needs to be performed in order to accommodate any of the attachments identified in AT&T’s application. As provisioned in the agreement, BellSouth will expedite Make Ready work to help meet AT&T’s requested due date.
- In order to determine whether Make Ready is necessary on any of the poles contained in AT&T’s application, BellSouth shall use its best efforts to perform or cause to be performed the following tasks within 45 days of BellSouth’s receipt of AT&T’s application to attach and Survey Payment:
 - Survey by BellSouth of its own and all Third-Party attachers on the pole.
 - Make-ready engineering assessment by BellSouth and all Third-Party attachers on the pole.
 - Preparation and delivery to AT&T of the Make Ready work assessment and cost estimate, if any; and
 - Any other task necessary to determine whether make-ready must be performed by BellSouth or third parties on any of the poles involved in AT&T’s application.
- In connection with each of the foregoing tasks, BellSouth will use its best efforts to coordinate with Third Parties, as necessary, for the completion of necessary Make Ready work. However, AT&T agrees to promptly coordinate billing and payment arrangements with any identified Third Party for Make Ready Work.

- If the foregoing tasks can reasonably be completed within 45 days, BellSouth shall endeavor to complete such tasks within such lesser amount of time, granting AT&T non-discriminatory access to any of the requested poles, which are continuous, and that do not require BellSouth or third party make-ready within the same time period that it would grant access to itself under similar circumstances, but in any event within the 45-day period specified in Attachment 8 § 2.3. If it is determined that a group of adjacent poles in the Pole Application do not require Make Ready, BellSouth will segment, and process according to the terms of this Agreement, that group as part of a new application, which can be approved without waiting for other Make Ready work to be completed.
- Upon receipt of AT&T's Make Ready Payment for estimated Make Ready costs, BellSouth shall initiate and complete Make Ready as soon as practicable under the particular circumstances (*i.e.*, within the same time frames as BellSouth would perform make-ready and cause make-ready to be performed for itself). BellSouth agrees to notify and coordinate the necessary Make Ready work to be performed by third parties, as soon as practicable under the particular circumstances however, BellSouth cannot manage or direct third parties.

6.5.1 In connection with any dispute regarding the accuracy of costs for Survey Payment or Make Ready Payment work, AT&T may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

6.5.2 BellSouth shall advise AT&T whenever it believes it will not be able to meet the commitments set forth above with respect to a specific Application. This information shall be communicated to AT&T promptly. In the event of a dispute, the Parties will endeavor to resolve the dispute within thirty (30) calendar days of the dispute notification date. If the Parties are unable to reach resolution within the thirty (30) day period, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

7. APPLICATION FORM AND FEES

7.1 Application Process. To apply for a license under this Section, Licensee shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. BellSouth will process license applications in the order in which they are received; provided, however, that when Licensee has multiple applications on file with BellSouth, Licensee may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

- 7.1.1 Each application for a license under this Section shall specify the proposed route of Licensee's facilities and identify the rights-of-way, conduits and ducts or poles and pole facilities along the proposed route in which Licensee desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which Licensee desires to attach to each pole or the Licensee Facilities that Licensee wishes to place in the rights-of-way.
- 7.1.2 Each application for a license under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 10.1 of this Attachment 8, and an indication of whether Licensee will, at its option, perform its own make-ready work.
- 7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable sheath. Licensee's lashing additional cable to existing facilities and placing additional cables in conduits or ducts already occupied by Licensee's facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee shall notify BellSouth where it lashes additional cable to existing facilities of a third party. If BellSouth determines that the lashing violates safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in conduits or ducts which are already occupied by Licensee, or to replace existing Licensee facilities with new facilities substantially different in size or weight from those described in licenses in effect, Licensee must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Licensee facilities to be attached to BellSouth poles.
- 7.3 Each Party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	Billing Address
<i>To Licensee as follows:</i>		
Contact	Bill C. Peacock	
Title	District Manager	
Company	AT&T	

Address	6305 Highway 5	
Address		
City, State, and Zip Code	Douglasville, GA 30135	
Telephone	(678) 715-0289	
Facsimile	(281) 664-4382	
<i>and to Licensor as follows:</i>		
Contact	Arthur Williams	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Licensee's Priorities. When Licensee has multiple applications on file with BellSouth, Licensee shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

Prelicense Survey. After Licensee has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate Licensee's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If Licensee gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at Licensee's expense.

8.1.1 The purpose of the prelicense survey is to determine whether Licensee's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to Licensee for its determination of whether the

pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

- 8.1.2 Based on information provided by BellSouth and the survey, Licensee shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet Licensee's needs.
- 8.1.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that Licensee's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.
- 8.2 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

- 9.1 Obligation to Issue Licenses. BellSouth shall issue a license to Licensee pursuant to this Section 9. BellSouth and Licensee acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct or rights-of-way access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts and right-of-way to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such license and further subject to Licensee's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.
- 9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts or on its poles or in its rights-of-way at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and

negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

- 9.2.1 All applications will be processed on a first-come, first-served basis.
- 9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for BellSouth's performance of make-ready work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed make-ready work.
- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Licensee's facilities in or to BellSouth's structures.
- 9.5 License. When Licensee's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts or its rights-of-way.
- 9.5.1 Each license issued under this Section shall authorize Licensee to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts or rights-of-way only those facilities specifically described in the license, and no others.
- 9.5.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.
- 10. CONSTRUCTION OF LICENSEE'S FACILITIES**
- 10.1 Construction Schedule. Licensee shall submit with Licensee's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting Licensee to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
 - 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
 - 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;
 - 10.1.3 The estimated dates when construction will begin and end; and

- 10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's facilities in BellSouth's conduit or ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System.
The following procedures shall apply before Licensee places facilities in BellSouth's conduit system:
- 10.2.1 Licensee shall give written notice of the type of facilities which are to be placed; and
- 10.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by Licensee's facilities, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. Licensee may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for Licensee or to attach Licensee's facilities to, or place Licensee's facilities in BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts, rights-of-way at Licensee's sole cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services to or on behalf of Licensee in connection with the construction and placement of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while performing activities under this Agreement.
- 10.5 Licensee shall not permit any person acting on Licensee's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

- 10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.
- 10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by Licensee's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.
- 10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.
- 10.9 Completion of Licensee Installation. For each Licensee conduit occupancy within BellSouth Facilities, Licensee will provide to BellSouth's single-point of contact (within 20 days of Licensee fiber installation date) and a complete set of actual placement drawings for posting to BellSouth records.
- 11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES**
- 11.1 Use of Licensee's Facilities. Each license granted under this Section authorizes Licensee to have access to Licensee's facilities on or in BellSouth's poles, conduits and ducts or rights-of-way, as allowed or permitted by the Telecommunications Act of 1996.
- 11.2 Routine Maintenance of Licensee's Facilities. Each license granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. Licensee shall give reasonable notice to the affected public authority or private landowner as lawfully required before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.
- 11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Attachment 8) and all licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while performing activities under this Attachment.
- 11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any facilities which Licensee has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the

provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

- 11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a license permitting Licensee to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and licenses issued hereunder.

- 11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

- 12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least sixty (60) days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct that will result in any of the conditions identified in 12.2 below. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present license or requires a new or amended license.

- 12.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

- 12.2.1 Requires that Licensee use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or
- 12.2.2 Results in the size or location of Licensee's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in Licensee's present license (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

- 13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a license, Licensee determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate Licensee's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of Licensee's facilities.
- 13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what make-ready work is necessary or possible. In determining whether make-ready work is necessary or what make-ready work is necessary, BellSouth shall endeavor to minimize its costs to Licensee. If it is determined that such make-ready work is required, BellSouth shall provide Licensee with the estimated costs for make-ready work and a Make Ready Due Date pursuant to Section 6.5.
- 13.1.2 Licensors shall be solely responsible for coordinating with other attachers for the rearrangement of such persons' or entities' facilities or structures needed to accommodate Licensee's attachments and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as Licensee, Licensee shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to Licensee.
- 13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no cost to Licensee, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement provided that the Parties use their best efforts to avoid disruption of service to Licensee's customers or facility based service denial to a Licensee customer. Any modifications or rearrangements shall be done in accordance with Sections 224(h) and (i) of the Act.
- 13.2.1 Licensee shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Licensee customer.
- 13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing,

BellSouth may perform such rearrangements with 30 days prior written notice to Licensee and opportunity to cure or to challenge BellSouth's determination, and Licensee shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs or that are not reasonable.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's facilities.

15. INSPECTION BY BELL SOUTH OF LICENSEE'S FACILITIES

- 15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether Licensee's facilities are in compliance with the terms of this Section and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).
- 15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.
- 15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the cost of inspections as delineated in Section 3.12.
- 15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.
- #### **16. NOTICE OF NONCOMPLIANCE**
- 16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment 8, BellSouth may send written notice to Licensee specifying the alleged noncompliance. If Licensee

does not dispute BellSouth's assertion that such facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the noncompliant facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of other users, BellSouth may, at its option and Licensee's expense, upon 30 days prior written notice and opportunity to cure or challenge BellSouth's determination, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment 8.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's facilities into compliance, the provisions of this Section shall apply.

16.4.1 BellSouth will notify Licensee in writing no less than 30 days before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If Licensee's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee may inspect the facilities and take such steps as Licensee may deem necessary to insure that the facilities meet Licensee's performance requirements.

16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee or that are not reasonable.

17. **UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES**

- 17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Attachment 8, including termination of licenses, may, if such unauthorized attachments were placed by Licensee without a license, impose a charge in the amount described below, and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within sixty (60) days, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at BellSouth's option after giving a minimum of 30 days prior written notice and opportunity to cure or to challenge BellSouth's determination, remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.
- 17.1.1 Nothing contained in the Attachment 8 or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee or that are unreasonable.
- 17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for unauthorized pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy. See Exhibit A, attached hereto and incorporated herein by this reference, for applicable annual rental fees.
- 17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment 8 or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Attachment 8 in regard to said unauthorized use from its inception.
- 18. REMOVAL OF LICENSEE'S FACILITIES**
- 18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination by Licensee of this agreement or license by licensee covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall upon a

minimum of 30 days prior written notice and opportunity to cure, have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.

- 18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:
- 18.2.1 Termination of the license covering such conduit occupancy; or
- 18.2.2 The date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.
- 18.2.3 If Licensee fails to remove its facilities within the specified period, BellSouth shall upon a minimum of 30 days prior written notice and opportunity to cure have the right to remove such facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.
- 18.3 Continuing Responsibility for Fees and Charges. Unless the Parties agree otherwise, Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Attachment 8 until all of Licensee's facilities that are subject to the terminated Licensee are physically removed from BellSouth's poles or conduit system.

19. FEES, CHARGES, AND BILLING

- 19.1 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.
- 19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Attachment 8. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

- 20.1 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities, for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

- 20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.
- 20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's facilities.
- 20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.
- 20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.

21. ASSURANCE OF PAYMENT

- 21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

- 22.1 Insurance is in the General Terms and Conditions of this agreement.

23. INDEMNIFICATION

- 23.1 Indemnification is in the General Terms and Conditions of this Agreement...

24. AUTHORIZATION NOT EXCLUSIVE

- 24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Attachment 8, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Attachment 8 and Licensee's rights hereunder.

25. ASSIGNMENT OF RIGHTS

- 25.1 Any assignment by either Party of any right, obligation, or duty under this Attachment 8 in whole or part, or of any interest in this Attachment 8, without the written consent of the other Party (such consent not to be unreasonably withheld or delayed) shall be void. Notwithstanding the above, either Party, upon written notice to the other Party, may without first obtaining the consent of the other Party assign this Attachment 8 and any of its rights and privileges under this Attachment 8, in whole or in part, to: (1) its parent, partners or their respective subsidiaries, affiliates or successors; (2) any entity which controls, is under the control of, or is under common control with the assigning Party; or 3) any entity

that purchases all or substantially all of the assets or stock of the assigning Party by way of merger, acquisition, or consolidation or stock.

- 25.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Attachment 8 shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

26. FAILURE TO ENFORCE

- 26.1 Failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Attachment 8 or to give notice or declare this Attachment 8 or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Attachment 8, but the same shall be and remain at all times in full force and effect.

27. DISPUTE RESOLUTION

- 27.1 When a dispute arises under this Attachment, either Party may avail itself of the complaint procedures set forth in 47 C.F.R. Ch. I, Subpart J--Pole Attachment Complaint Procedures, ¶¶ 1.1401-1.1416. If the dispute arises in a state that has certified to the PSC that it has its own program for poles, conduits and rights-of-way, either Party may pursue its remedies in the state forum.
- 27.1 Termination of this Attachment 8 or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

28. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

- 28.1 This Attachment 8 supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Attachment 8; and there are no other provisions, terms or conditions to this Attachment 8 except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Attachment 8.

29. Rates

- 29.1 Pole attachment rates hereunder shall be established pursuant to the provision of and formulas set forth in the Pole Attachment act, regulations issued pursuant thereto, and interpretations thereof by governmental authorities with jurisdiction over such matters.

**2006 FCC Formula Supported Fees
for attachments and/or occupancy effective 1/1/2006
(Re-calculated annually)**

Licensee shall pay to Licensor the following fees:

State	Poles (ea. / yr.)		Anchors (ea. / yr.)	Conduit	
					(\$ / ft. /
	Non-	Urban			
Alabama	\$9.24	\$6.13	Same as poles		\$0.16
Kentucky ①					\$0.70
2-user	\$ 9.45	\$9.45	\$12.90		
3-user	\$5.35	\$5.35	\$8.60		
Louisiana	\$6.90③	\$6.90③			\$0.37
Mississippi	\$7.57	\$5.02			\$ 2.50 ②
Tennessee	\$10.90	\$7.24			\$0.26
Florida	\$8.10	\$5.37			\$0.31
			Miami River crossing		\$17.13
Georgia	\$8.87	\$5.88			\$0.22
North Carolina	\$7.58	\$5.03			\$0.24
South Carolina	\$5.31	\$3.52			\$0.24

- ① Kentucky rates are currently equal to tariff rates; to be re-calculated annually per FCC formula
- ② Tariff rate in Mississippi
- ③ Louisiana pole rates determined by the Louisiana PSC.

Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.

Conduit rates will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region)

\$41.00

Records Maintenance Centers

For all states

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BellSouth
301 W. Bay Street
Jacksonville, FL 32201

Attachment 9

Service Quality Measurements

SERVICE QUALITY MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Service Quality Measurements and remedy plans in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Service Quality Measurements and remedy plans as of the date specified by the Commission. Service Quality Measurements that have been Ordered in a particular state can currently be accessed via the internet at <http://pmap.bellsouth.com>.

Attachment 10

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

- 1.0 The Parties agree that TCG is entitled to order any Unbundled Network Element, Interconnection option, service option or Resale Service required to be made available by FCC or Commission requirements pursuant to the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the “Act”). TCG also shall be permitted to request the development of new or revised facilities or service options, which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 10.

2.0 **BONA FIDE REQUEST**

- 2.1 A Bona Fide Request (BFR) is to be used when TCG makes a request of BellSouth to provide a new or modified Unbundled Network Element, Interconnection option, product delivery process or option, not otherwise subject to the CCP, or other service option (Requested Services) pursuant to the Act that was not previously included in this Agreement.
- 2.2 A BFR shall be submitted in writing by TCG and shall specifically identify the requesting party (TCG SPOC), the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include TCG’s designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to TCG’s designated BellSouth Sales contact.
- 2.3 If BellSouth determines that the preliminary analysis of the BFR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, BellSouth will notify TCG within ten (10) business days of BellSouth’s receipt of the BFR that a fee will be required prior to the evaluation of the BFR. Such fee shall be limited to BellSouth’s extraordinary expenses directly related to the complex request that required the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. The evaluation performed by BellSouth and provided

to TCG will include a detailed breakdown of the cost supporting the proposed fee, including the development costs to complete the preliminary analysis. TCG shall submit such fee within thirty (30) business days of BellSouth's notice that a fee is required. Within thirty (30) business days of BellSouth's receipt of the fee, BellSouth shall respond to TCG by providing a preliminary analysis of such Requested Services that are the subject of the BFR.

- 2.4 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing to the TCG SPOC its receipt of the request and identify its single point of contact (BellSouth SPOC) responsible for responding to the request and shall request any additional information needed to process the request. Notwithstanding the foregoing, BellSouth may reasonably request additional information from TCG at any time during the processing of the BFR/NBR. BellSouth shall respond to TCG by providing a preliminary analysis of such Requested Services that are the subject of the BFR within thirty (30) calendar days of its receipt of the request or receipt of fee as set forth in 2.3 above, or notify TCG that it needs more time to provide TCG with its preliminary analysis. Should BellSouth require more time to deliver the preliminary analysis, TCG and BellSouth will then determine a mutually agreeable date for delivery of the preliminary analysis. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.
- 2.5 The preliminary analysis will state whether BellSouth can meet TCG's requirements and shall include BellSouth's proposed price plus or minus 25 percent ("the Preliminary Analysis Range") and the date plus or minus 10 business days that BellSouth can meet the request. If BellSouth cannot provide the Services by TCG's requested date, it shall provide an alternative proposed date. The preliminary analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs necessary to complete TCG's BFR. BellSouth also shall indicate, prior to evaluation of the request, its agreement or disagreement with TCG's designation of the request as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with TCG's designation, it may use the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

- 2.6 TCG may cancel a BFR at any time. If TCG cancels the request more than ten (10) business days after submitting the BFR request, TCG shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation. Documentation of BellSouth's incurred costs will be provided to TCG.
- 2.7 TCG will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR as set forth in Section 2.5. If TCG fails to respond within this 30-day period, the BFR will be deemed cancelled and BellSouth will use best efforts to notify TCG that the order is pending cancellation. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR (Development Costs). Development costs are non-refundable. TCG will begin processing the payment of development costs at the time it issues the written "notice to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.
- 2.8 BellSouth shall propose a firm price quote and a detailed implementation plan within thirty (30) business days of receipt of TCG's acceptance of the preliminary analysis.
- 2.9 TCG shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.
- 2.10 Unless TCG agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.
- 2.11 If TCG believes that BellSouth's firm price quote is not consistent with the requirements of the Act, or if either Party believes that the other is not acting in good faith in requesting, negotiating or processing the BFR, either Party may seek FCC or Commission arbitration, as appropriate, to resolve the dispute. Any such arbitration applicable to Unbundled Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 2.12 Upon agreement to the rates, terms and conditions of a BFR, an amendment to this Agreement may be required.
- 3.0 **NEW BUSINESS REQUEST**

- 3.1 A New Business Request (NBR) is to be used by TCG to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, product delivery process or option, not otherwise subject to the CCP, or a new or modified service option that was not previously included in this Agreement (Requested Enhanced Services).
- 3.2 An NBR shall be submitted in writing by TCG and shall specifically identify the requesting party (TCG SPOC), the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to TCG's designated BellSouth Sales contact.
- 3.3 If BellSouth determines that the preliminary analysis of the NBR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth will notify TCG within ten (10) business days of BellSouth's receipt of the NBR that a fee will be required prior to the evaluation of the NBR. BellSouth will provide TCG a report as to why the funds are needed and the types of resources that will be needed in order to evaluate the NBR. The evaluation performed by BellSouth and provided to TCG will include a detailed breakdown of the cost supporting the proposed fee, including the development costs to complete the preliminary analysis. TCG shall submit such fee within thirty (30) business days of BellSouth's notice that a fee is required. Within thirty (30) business days of BellSouth's receipt of the fee, BellSouth shall respond to TCG by providing a preliminary analysis of such Requested Services that are the subject of the NBR.
- 3.4 Within two (2) business days of receipt of a NBR, BellSouth shall acknowledge in writing to the TCG SPOC its receipt of the request and identify its single point of contact (BellSouth SPOC) responsible for responding to the request and shall request any additional information needed to process the request. Notwithstanding the foregoing, BellSouth may reasonably request additional information from TCG at any time during the processing of the NBR. BellSouth shall respond to TCG by providing a preliminary analysis of such Requested Services that are the subject of the NBR within thirty (30) calendar days of its receipt of the request or receipt of fee as set forth in 3.3 above, or notify TCG that it needs more time to provide TCG with its preliminary analysis. Should BellSouth require more time to deliver the preliminary analysis, TCG and BellSouth will then determine a mutually agreeable date for delivery of the preliminary analysis. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that

BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a NBR for the Requested Services or is otherwise not required to be provided under the Act.

- 3.5 TCG may cancel an NBR at any time. If TCG cancels the request more than ten (10) business days after submitting it, TCG shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation.
- 3.6 TCG will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR as set forth in section 3.4. If TCG fails to respond within this 30-day period, the NBR will be deemed cancelled and BellSouth will use best efforts to notify TCG that the order is pending cancellation. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the NBR. TCG will begin processing the payment of development costs at the time it issues the written "notice to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.
- 3.7 If TCG accepts the preliminary analysis, BellSouth shall propose a firm price quote and a detailed implementation plan within thirty (30) business days of receipt of TCG's acceptance of the preliminary analysis and nonrecurring fees quoted in the preliminary analysis.
- 3.8 TCG shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.
- 3.9 Upon agreement to the terms of a NBR, an amendment to this Agreement, or a separate agreement, may be required.

ATTACHMENT 11

NETWORK SECURITY

NETWORK SECURITY

1. **Network Security – Protection of Service and Property**
- 1.1 BellSouth agrees to take reasonable and prudent steps to ensure adequate protection of TCG property located with BellSouth Premises including, but not limited to:
 - 1.1.1 Controlling all approved system and modem access through security servers. Access to, or connection with, a network element shall be established through a secure network or security gateway and/or firewall. Dial-up access to modems connected to network entry points must be protected by individual authentication of the user, e.g., via Network Access passwords, smart cards, tokens;
 - 1.1.2 A security software package will be used, or at a minimum, perform manual checks that monitor user and machine integrity and confidentiality, such as password assignment and aging, directory and permission configuration, and system accounting data; and
 - 1.1.3 Maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other party access or interface privileges. These records will include, but are not limited to, login identification, user request records, system configuration, time limits of user access or system interfaces.

ATTACHMENT 12

ACRONYMS

ACRONYM	DEFINITION
AABS	Automated Alternate Billing System (AABS)
ACAC	Access Customer Advocate Center
ACNA	Access Customer Name and Abbreviation
ADA	Americans with Disabilities Act
ADSL	Asynchronous Digital Subscriber Line
AIN	Advanced Intelligent Network
ALEC	Alternative Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management Systems
AMA	Automatic Message Accounting
AMI	Alternate Marked Inversion
ANI	Automatic Number Identification
ANSI	American National Standards Institute
ASPR	TCG Security Policy and Requirements
ASR	Access Services Request
ASWC	TCG Serving Wire Center
ATCC	Account Team Collocation Coordinator
ATIS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
BACR	Billing Account Cross Reference
BAN	Billing Account Number
BAPCO	BellSouth Advertising and Publishing Company
BAR	Billing Account Reference
BDFB	Battery Distribution Fuse Bay
BFFO	Bona Fide Firm Order
BFR/NBR	Bona Fide Request/New Business Request
BLV	Busy Line Verification
BLV/BLI	Busy Line Verification/Busy Line Interrupt
BLV/BLVI	Busy Line Verification/Busy Line Verification Interrupt
BLV/ELI	Busy Line Verification/Emergency Line Interrupt
BMP	Best Management Practices
BNS	Billed Number Screening
BOC	Bell Operating Company
BOS	Billing Output Specifications
BPOI	Billing Point of Interconnection
BRI	Basic Rate ISDN
BSWC	BellSouth Serving Wire Center
CAA	Clean Air Act
CABS	Carrier Access Billing Systems
CAMA	Centralized Automatic Message Accounting
CARE	Customer Account Record Exchange

CATS	Calling Card and Third Number Settlement System
CATV	Cable Television
CBOS	CABS Billing Output Specifications
CCC	Clear Channel Capability
CCITT	Consultative Committee on International Telegraph & Telephone
CCL	Common Carrier Line
CCP	Change Control Process
CCS	Common Channel Signaling
CCSAS	Common Channel Signaling Access Service
CCSNIS	Common Channel Signaling Network Interface Specification
CCXC	Co Carrier Cross Connect
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CI	Customer Interface
CIC	Carrier Identification Code
CFA	Circuit Facility Assignment
CF/B	Call Forward on Busy
CF-B/DA	Call Forward on Busy/Don't Answer
CF/DA	Call Forward Don't Answer
CFR	Code of Federal Regulations
CPN	Calling Party Number
CLASS	Custom Local Area Signaling Service
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CLLIC	Common Language Location Identifier Code
CLUB	Customized Large User Bill
CMDS	Centralized Message Distribution System
CMRS	Commercial Mobile Radio Service
CNL	Carrier Notification Letter
CO	Central Office
COCI	Central Office Channel Interface
CPE	Customer Premises Equipment
CRIS	Customer Record Information System
CRSG	Complex Resale Support Group
CSA	Contract Service Arrangement
CSIQ	Customer Service Information Query
CSOTS	Customer Service Order Trouble System
CSR	Customer Service Record
CT	Common Transport
CWA	Clean Water Act

CWINS	Customer Wholesale Interconnection Network Services
DA	Directory Assistance
DADAS	Direct Access to Directory Assistance Service
DADS	Directory Assistance Database Service
DB	Database
DCC	Data Communications Channel
DCS	Digital Cross-Connect System
DDD	Desired Due Date
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLR	Design Layout Record
DMOQs	Direct Measures of Quality
DN	Directory Numbers
DN-RI	Directory Number - Route Index
DS-0	Digital Signal Level Zero
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DRAM	Digital Recorded Announcement Machine
DSLAM	Digital Subscriber Line Access Multiplexer
DSN	Data Set Name
DSX	Digital Cross Connect
DT	Dedicated Transport
DTMF	Dual-Tone Multi Frequency
DTN	Destination Telephone Number
EAMF	Equal Access Multi-Frequency
EBAS	Enhanced Billing and Access Service
EBCDIC	Extended Binary-Coded Decimal Interchange Code
ECTA	Exchange Carrier Trouble Analysis
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
EFT	Electronic Funds Transfer
EI	Electronic Interface
EI	Emergency Interrupt
EIU	Equipment Inventory Update
ELI	Emergency Line Interrupt
EMI	Exchange Message Interface
EMR	Exchange Message Record
EO	End Office
EODUF	Enhanced Optional Daily Usage File
E/O	Electrical to Optical
EPA	Environmental Protection Agency
ESD	Estimated Service Date

ESF	Extended Super Frame
ESIT	Exchange Service Interconnection Traffic
ESP	Enhanced Service Provider
ETTR	Estimated Time to Repair
FB	Flat Rate Business Line
FCC	Federal Communications Commission
FDI	Feeder Distribution Interface
FGA	Feature Group A
FGB	Feature Group B
FGD	Feature Group D
FL	Foreign Listing
FOC	Firm Order Confirmation
FR	Flat Rate Residential Line
FRS	Functional Requirements Specification
FSPOI	Facilities Signaling Point of Interconnection
FTTH	Fiber to the Home
FX	Foreign Exchange
GSST	General Subscriber Services Tariff
GSTP	Gateway Signaling Transfer Point
GTT	Global Title Translation
HDSL	High-bit-rate Digital Subscriber Line
HFC	Hybrid Fiber Coax
HVAC	Heating/Ventilation/Air Conditioning
IAM	Initial Address Message
IBC	Initial Billing Company
ID	Remote Identifiers
IID	? used in collo att
IDLC	Integrated Digital Loop Carrier
IEEE	Institute of Electrical and Electronic Engineers
IITP	Internetwork Interoperability Test Plan
ILEC	Incumbent Local Exchange Carrier
INC	Industry Numbering Committee
INP	Interim Number Portability
IOF	Interoffice Facility
IP	Internet Protocol
IPP	Independent Payphone Provider
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signaling Network Identifier
ISP	Internet Service Provider
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
IVS	Interactive Voice Subsystem
IVMS	Interswitch Voice Messaging Service

IXC	Interexchange Carrier
JIA	Joint Implementation Agreement
JIP	Jurisdiction Information Parameter
LATA	Local Access Transport Area
LCC	Line Class Code
LCSC	Local Carrier Service Center
LEC	Local Exchange Carrier
LENS	Local Exchange Navigation System
LERG	Local Exchange Routing Guide
LGX	Lightguide Cross-Connect
LMU	Loop Make-up
LIDB	Line Information Database
LNP	Local Number Portability
LOA	Letter of Authorization
LPIC	Local (IntraLata) Primary Exchange Carrier
LRN	Local Routing Number
LRN-LNP	Local Routing Number-Local Number Portability
LRN-PNP	Local Routing Number-Permanent Number Portability
LSR	Local Service Request
LSSGR	LATA Switching Systems Generic Requirements
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
MF	Multi-Frequency
MLT	Mechanized Loop Tests
MOP	Method of Procedure
MPB	Meet-Point Billing
MPOE	Minimum Point of Entry
MRC	Monthly Recurring Charge
MRVT	MTP Routing Verification Test
MSAG	Master Street Address Guide
MSDS	Material Safety Data Sheets
MTA	Multiple Tandem Access
MTP	Message Transfer Port
MTTR	Mean Time to Repair
MWI	Message Waiting Indicator
NANC	North American Numbering Council
NAV	Network Applications Vehicle
NC	Network Cable
NEBS	Network Equipment Building System
NEC	National Electrical Code

NECA	National Exchange Carrier Association
NESC	National Electrical Safety Code
NGDLC	Next Generation Digital Loop Carrier
NICS	Non-Intercompany Settlement System
NID	Network Interface Device
NIU	Network Interface Unit
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
NRC	Non-recurring Charge
NTW	Network Terminating Wire
NXX	Three-Digit Central Office Code (N=2-9, X=0-9)
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Ordering and Billing Forum
OC	Order Coordination
OC-TS	Order Coordination Time Specific
OC-N	Optical Circuit – (Number)
OCN	Operating Company Number
OSHA	Occupational Safety and Health Act
ODUF	Optional Daily Usage File
OLI	Originating Line Information
OLNS	Originating Line Number Screening
OMAP	Operations, Maintenance & Administration Part
ORT	Operational Readiness Test
OS	Operator Services
OSHA	Occupational Safety and Health Administration
OSS	Operational Support Systems
OTS	Operator Transfer Service
PBX	Private Branch Exchange
PCBs	Polychlorinated biphenyls
PDH	Plesiochronous Digital Hierarchy
PIC	Primary Interexchange Carrier
PIN	Personal Identification Number
PIU	Percent Interstate Usage
PLU	Percent Local Usage
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
PON	Purchase Order Number
POP	Point of Presence
POT	Point of Termination
POTS	Plain Old Telephone Service
PSAP	Public Safety Answering Point
PSTN	Public Switched Telecommunications Network

PUC	Public Utilities Commission
RACF	Remote Access Call Forwarding
RAO	Revenue Accounting Office
RCA	Root Cause Analysis
RCF	Remote Call Forwarding
RCM	Regional Contact Manager
RCRA	Resource Conservation and Recovery Act
RI	Route Index
RIC	Residual Interconnection Charges
RI-PH	Route Index - Portability Hub
ROW	Right of Way
RSAG	Regional Street Address Guide
RSM	Remote Switch Module
RT	Remote Terminal
SAG	Street Address Guide
SBC	Subsequent Billing Company
SCCP	Signaling Connection Control Point
SCE	Service Creation Environment
SCE/SMS	Service Creation Environment and Service Management System
SCP	Service Control Points
SCR-LCC	Selective Call Routing Using Line Class Codes
SDH	Synchronous Digital Hierarchy
SEC LOC	Secondary Location
SECAB	Small Exchange Carrier Access Billing
SIC	Standard Industrial Code
SL1	Service Level One
SL2	Service Level Two
SMDI	Simplified Message Desk Interface
SMDI-E	Simplified Message Desk Interface - Enhanced
SMS	Service Management System
SONET	Synchronous Optical Network
SP	Signaling Point
SPID	Service Profile Identifier
SPNP	Service Provider Number Portability
SPNP-RCF	Service Provider Number Portability-Remote Call Forwarding
SPNP-LERG	Service Provider Number Portability-Local Exchange Routing Guide
SPNP-DID	Service Provider Number Portability-Direct Inward Dialing
SPNP-RI	Service Provider Number Portability-Route Indexing
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SQM	Service Quality Measurements
SRVT	SCCP Routing Verification Test

SS7	Signaling System 7
SSP	Switching Service Point
STP	Signaling Transfer Point
STPS	Signaling Transfer Point Switch
STS	Synchronous Transport Signal
SWA	Interexchange Carrier Switched Access
TAFI	Trouble Analysis Facilitation Interface
TAG	Telecommunications Access Gateway
TC	Transaction Code
TCAP	Transaction Capabilities Application Port
TELRIC	Total Element Long Run Incremental Cost
TGSR	Trunk Group Service Request
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TLN	Telephone Line Number
TNS	Transit Network Selection
TOPS	Traffic Operator Position System
TR	Technical Reference
TR	Technical Requirements
TS	Tandem Switching
TSGR	Transport System Generic Requirements
UCL	Unbundled Copper Loop
UDL	Unbundled Digital Loop
UDLC	Universal Digital Loop Carrier
ULM	Unbundled Loop Modification
UNE	Unbundled Network Element
UNE-L	Unbundled Network Element-Loop
UNTW	Unbundled Network Terminating Wire
USEPA	US Environmental Protection Agencies
USL	Unbundled Subloop
USLC	Unbundled Subloop Concentration System
USOC	Universal Service Order Code
UVL	Unbundled Voice-grade Loop
V&H	Vertical and Horizontal
VOIP	Voice Over Internet Protocol
WTN	Working Telephone Number
xDSL	Digital Subscriber Line

Other acronyms used but not defined in this Agreement that are not included in this list, shall have the meanings ascribed to them in the Act, the rules and regulations of the FCC or the Commission. Other acronyms used in this Agreement that are not defined or ascribed as stated above shall be construed in accordance with their customary usage in the telecommunications industry.

**First Amendment to the
Interconnection Agreement between
TCG MidSouth, Inc.
and
BellSouth Telecommunications, Inc.
Dated March 14, 2006**

Pursuant to this Amendment, (the "Amendment"), TCG MidSouth, Inc. (TCG), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006 (Agreement).

WHEREAS, BellSouth and TCG entered into the Agreement on March 14, 2006, and;

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

1. The Parties agree to delete Section 5.7 of Attachment 2 and replace with the following language:

5.7 Rearrangements

- 5.7.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working TCG circuit from one CFA to another TCG CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A shall apply.
- 5.7.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 5.7.3 Upon request of TCG, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.7.1 and 5.7.2 above and TCG may request OC-TS for such orders.
- 5.7.4 BellSouth shall accept a LOA between TCG and another carrier that will allow TCG to connect Dedicated Transport, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.
- 5.7.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change: TCG may utilize the EEL to UNE-L Retermination process, as described in BellSouth's guides available on its web site, to

disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User serving wire center as a standalone UNE Loop. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

5.7.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. TCG shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A.

5.7.7 The EEL to UNE-L Retermination process is not available when the Rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if TCG elects not to utilize the EEL to UNE-L Retermination process, TCG must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, TCG will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

2. The Parties agree to add the rates for Rearrangements and Service Rearrangements to Exhibit A of Attachment 1, as set forth in Exhibit 1, attached hereto and by reference incorporated into this Amendment.
3. All of the other provisions of the Agreement dated March 14, 2006 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

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

BellSouth Telecommunications, Inc.

TCG MidSouth, Inc.

By: 

By: 

per Name: Kristen E. Shore

Name: Bill C. Reacock

Title: Director

Title: Director - GAM

Date: 4/5/06

Date: 4-4-2006

Tennessee

Version: Rearrangements Amendment
12/02/05

[CCCS Amendment 3 of 4]

