

# **BELLSOUTH® / CLEC Agreement**

***Customer Name: Atlantic.Net Broadband, Inc.***

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**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**Atlantic.Net Broadband, Inc.**

## **AGREEMENT**

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Atlantic.Net Broadband, Inc. ("Atlantic.Net"), a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, Atlantic.Net has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and DIECA Communications, Inc. d/b/a Covad Communications Company dated December 19, 2001 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Atlantic.Net and BellSouth hereby agree as follows:

1. Atlantic.Net and BellSouth shall, except for the modification identified in Paragraphs 2 and 3 following, adopt in its entirety the DIECA Communications, Inc. d/b/a Covad Communications Company Interconnection Agreement dated December 19, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The DIECA Communications, Inc. d/b/a Covad Communications Company Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	6
Exhibit 1 - Title Page	1
Exhibit 1 – DIECA Communications, Inc. Agreement	633
Amendment dated 04/11/02	171
Amendment dated 04/18/02	3
Amendment dated 06/27/02	43
Amendment dated 09/23/02	44
Amendment dated 10/07/02	47
Amendment dated 10/28/02	69
TOTAL	1017

2. The Parties hereby agree to delete Section 4.5 of Attachment 2.
3. The Parties hereby agree to delete Section 4.2 of Attachment 4 and replace with new Section 4.2 as follows:
  - 4.2 Occupancy. BellSouth will notify Atlantic.Net in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Atlantic.Net will schedule and complete an acceptance walk-through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Atlantic.Net that the Collocation Space is ready for occupancy. BellSouth will correct any deviations to Atlantic.Net's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If Atlantic.Net has met the fifteen (15) calendar day interval(s), billing will begin upon the date of Atlantic.Net's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that Atlantic.Net fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Atlantic.Net. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. Atlantic.Net must notify BellSouth in writing that collocation equipment installation is complete

and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Atlantic.Net's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

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

4. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2.2 of the DIECA Communications, Inc. d/b/a Covad Communications Company Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2.2 of the DIECA Communications, Inc. d/b/a Covad Communications Company Interconnection Agreement, the effective date shall be December 19, 2001.

5. Atlantic.Net shall accept and incorporate any amendments to the DIECA Communications, Inc. d/b/a Covad Communications Company Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

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

**Atlantic.Net Broadband, Inc.**

Jacques Ward  
General Counsel  
2815 NW 13<sup>th</sup> Street  
Suite 201  
Gainesville, Florida 32609

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

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

BellSouth Telecommunications, Inc.

Atlantic.Net Broadband, Inc.

Original Signature on File  
Signature

Original Signature on File  
Signature

Elizabeth R. A. Shiroishi  
Name

Jacques Ward  
Name

11/18/02  
Date

11/15/02  
Date

# EXHIBIT 1