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February 16, 2017

Ms. Talina R. Mathews
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Interconnection Agreement Amendment

Ms. Mathews:

Please find attached to this cover letter the electronic submission of the following filing:

The Amendment to add Collocation Attachment & Notices Information to the current interconnection agreement between AT&T Kentucky and Cellco Partnership d/b/a Verizon Wireless; **Reference No. 00486.**

This document is being electronically filed with the Commission on February 16, 2017. Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in cursive script that reads "Richard T. Howell".

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY

AND

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS



Signature: eSigned - Heidi Hemmer

Signature: eSigned - William Bockelman

Name: eSigned - Heidi Hemmer
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: Vice President - Network
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 20 Jan 2017

Date: 01 Feb 2017

Cellco Partnership d/b/a Verizon Wireless

**BellSouth Telecommunications, LLC d/b/a AT&T
KENTUCKY by AT&T Services, Inc., its authorized
agent**

State	OCN
KENTUCKY	6500

Description	ACNA Code(s)
ACNA(s)	EBA

**AMENDMENT TO THE AGREEMENT
BETWEEN
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY ("AT&T KENTUCKY") and Cellco Partnership d/b/a Verizon Wireless ("Carrier") as of the Amendment Effective Date, as defined below. AT&T KENTUCKY and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T KENTUCKY and Carrier are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996, effective July 15, 2002, and as subsequently amended (the "Agreement").

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add Attachment 04a – Collocation, attached hereto as Exhibit A; and the Collocation rates reflected in the Pricing Sheets, attached hereto as Exhibit B, to the Agreement.
3. The Parties agree to replace Section **V.A.** from the Agreement with the following language:

There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either Party by the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements described in AT&T's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in Section A35 or Section B7 of AT&T's Private Line Guidebook as referred to in Section A35. The rates, terms and conditions of interconnection facilities purchased under this Agreement are subject to the discounts available in any effective volume and term agreement between the Parties. Rates and charges for both virtual and physical collocation may be provided in the Collocation Attachment to this Agreement.

4. The Parties agree to replace Section **XXVIII** from the Agreement with the following language:

XXVIII. NOTICES

XXVIII.1 Notices given by Carrier to AT&T Kentucky under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

XXVIII.1.1 delivered by electronic mail (email).

XXVIII.1.2 delivered by facsimile.

XXVIII.2 Notices given by AT&T Kentucky to the Carrier under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

XXVIII.2.1 delivered by electronic mail (email).

XXVIII.2.2 delivered by facsimile

XXVIII.3 Notices will be deemed given as of the earliest of:

XXVIII.3.1 the date of actual receipt.

XXVIII.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

XXVIII.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient’s time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient’s time zone.

XXVIII.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Attn: Network Interconnection
STREET ADDRESS	5055 North Point Parkway
CITY, STATE, ZIP CODE	Alpharetta, GA 30022
PHONE NUMBER*	NA
FACSIMILE NUMBER	770-797-1037
EMAIL ADDRESS	VZWNETInterconnectContractsNotices@Verizon Wireless.com

With paper copy to:

NAME/TITLE	Vice President and Deputy General Counsel Verizon Partner Solutions
STREET ADDRESS	1320 North Court House Road 9 th Floor
CITY, STATE, ZIP CODE	Arlington, VA 22201
FACSIMILE NUMBER	703-351-3656

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T’s Prime Access website (Products & Services/Wireless/Wireless Interconnection Agreements)

*Informational only and not to be considered as an official notice vehicle under this Section.

XXVIII.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section XXVIII. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

XXVIII.6 AT&T communicates official information to carriers via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

5. Any CMRS carrier that adopts the Agreement after the Amendment Effective Date of this Amendment shall be entitled to the rates, terms and conditions contained within Exhibits A and B to this Amendment from the effective date of the adopting carrier's agreement, going forward.
6. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
11. For Kentucky: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

ATTACHMENT 04a – COLLOCATION

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1.0 Introduction

- 1.1 This Attachment sets forth the rates, terms and conditions pursuant to which AT&T Kentucky an AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6) and applicable Federal Communications Commission (FCC) and Kentucky State Commission regulations and Kentucky judicial rulings. AT&T Kentucky will provide Collocation arrangements at the rates, terms and conditions set forth herein. Except as otherwise provided by this Attachment, applicable FCC and Kentucky State Commission regulations and Kentucky judicial rulings, Collocation is available to Carrier for the placement of Telecommunications equipment and facilities as provided for in this Attachment solely for the purpose of transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) and applicable FCC and Kentucky State Commission regulations and Kentucky judicial rulings. This Attachment applies to Kentucky.
 - 1.2 Unless otherwise specified, the rates, terms and conditions in this Attachment apply to both Virtual and Physical Collocation arrangements. This Attachment provides for the placing of certain Carrier Telecommunications equipment and facilities on AT&T Kentucky Premises for the purposes set forth in 1.1 above.
 - 1.3 The rates, terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with any of the following: the General Terms and Conditions (GT&Cs) of this Agreement, the CLEC Handbook, AT&T Kentucky's standards and requirements for equipment and facility installations, documentation on the AT&T CLEC Online website as it may change from time to time, or AT&T Kentucky's Technical Publications (TP) which can be found on the AT&T CLEC Online website. References to "this Agreement" herein refer to include the General Terms and Conditions and the other Attachments which comprise Carrier's Interconnection Agreement between Bell South Telecommunications, LLC and Cellco Partnership d/b/a Verizon Wireless," effective July 15, 2002 and as subsequently amended (including, but not limited to, this Attachment and the rates, fees and charges applicable to this Attachment set out in the Pricing Sheet).
 - 1.4 Unless otherwise specified, intervals and processes are described online in the CLEC Handbook and/or the appropriate TP found on AT&T's CLEC Online website.
 - 1.5 The rates, terms and conditions contained within this Attachment shall only apply when Carrier is physically or virtually collocated as a sole occupant or in a Guest-Host arrangement within an AT&T Kentucky Premises, pursuant to this Attachment.
 - 1.6 This Attachment is only applicable to AT&T Kentucky Premises.
 - 1.7 Scope:
 - 1.7.1 AT&T Kentucky will process any order for 47 U.S.C. § 251(c)(6) Collocation submitted by Carrier in accordance with this Attachment.
 - 1.7.2 The Collocation terms and conditions within this Attachment are contingent upon Carrier doing its own work through the use of an AT&T Kentucky Approved Installation Supplier (AIS).
 - 1.7.3 Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within or on AT&T Kentucky Premises as defined in Section 2.24 below. Carrier will lease the Dedicated Space from AT&T Kentucky and install and maintain its own Telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.1 above.
 - 1.7.4 Carrier will provision, install and maintain its Collocation arrangement using the applicable AT&T Kentucky AIS. When space is Legitimately Exhausted inside an Eligible Structure AT&T Kentucky Premises, AT&T Kentucky will permit Collocation in Adjacent On-Site Structures located on AT&T Kentucky's property in accordance with this Attachment.
 - 1.7.5 Virtual Collocation is separate and distinct from Physical Collocation. Virtual Collocation equipment is purchased by Carrier and is engineered and installed by an AT&T Kentucky AIS Tier 1. Carrier's vendor is paid directly by Carrier. Virtual Collocation equipment is maintained, repaired and upgraded by AT&T Kentucky at the direction of Carrier consistent with Section 16.3 below.
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1.8 Billing Conversions:

1.8.1 Billing Conversions on previously provided Collocation pursuant to 47 U.S.C. § 251(c)(6) under FCC tariff will apply to all monthly recurring charges (MRCs) contained in the Collocation Section of the Pricing Sheet. AT&T Kentucky will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to Carrier for Billing Conversion orders. This Section 1.8 does not apply to Carrier Collocation arrangements established pursuant to an AT&T Kentucky FCC tariff. A Carrier Collocation arrangement established pursuant to an AT&T Kentucky FCC tariff shall not be converted to a Collocation arrangement under this Attachment unless such a conversion is expressly requested in writing (separate from this Attachment) by Carrier.

1.8.2 Prospective Effect:

1.8.2.1 Any Billing Conversions made pursuant to this Section 1.8 shall be effective on a prospective basis only for recurring charges. The rates implemented via this Attachment shall apply to all existing Collocation arrangements that were established pursuant to 47 U.S.C. § 251(c)(6) without the need for a specific request by Carrier that such new rates be implemented for each such Collocation arrangement. A Billing Conversion shall not by itself obligate Carrier to pay any new non-recurring charges (e.g., Collocation area modification or application charges) for services that occurred prior to the Amendment Effective Date. In the event that any order for any 47 U.S.C. § 251(c)(6) Collocation submitted by Carrier is pending as of the Amendment Effective Date, any NRCs then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any MRCs arising out of such order shall be subject to the rates set forth in this Attachment from the Amendment Effective Date forward.

2.0 Definitions

2.1 "Adjacent Structure" means when a Carrier-provided structure is placed on AT&T Kentucky Premises (Adjacent On-site) adjacent to an AT&T Kentucky Premises. This arrangement is only permitted when space is Legitimately Exhausted inside the AT&T Kentucky Premises and to the extent adjacent space is available and Technically Feasible to use for this purpose.

2.2 "AT&T Kentucky Approved Installation Supplier (AT&T Kentucky AIS)" means the suppliers that are approved to perform installation work for AT&T Kentucky and for Collocators in AT&T Kentucky Premises.

2.2.1 Approved Installation Suppliers Tier 1 (AT&T Kentucky AIS Tier 1) - These suppliers are approved by AT&T Kentucky to perform collocation installation work for AT&T Kentucky and for Virtual Collocators on AT&T Kentucky Premises in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by AT&T Kentucky per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.

2.2.2 Approved Installation Suppliers Tier 2 (AT&T Kentucky AIS Tier 2) - These suppliers have been approved by AT&T Kentucky to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the AT&T Kentucky Premises. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, of the bay in the cageless Collocation area, access to Virtual Collocation areas, or access to the Main Distribution Frame (MDF).

2.2.3 Carrier may request approval to be an AT&T Kentucky AIS, which approval shall not be unreasonably withheld, conditioned or delayed by AT&T Kentucky.

2.3 "Augment" means a request from Carrier to add or modify space, equipment, and/or cable to an existing Collocation arrangement.

- 2.4 "Billing Conversions" means that any 47 U.S.C. § 251(c)(6) Collocation previously provided under tariff to Carrier, prior to the Amendment Effective Date, will be subject to the pricing contained within this Attachment upon the Amendment Effective Date.
- 2.5 "Business Day" means Monday through Friday, excluding holidays on which AT&T Kentucky does not provision new retail services and products.
- 2.6 "Central Office Switch (CO)" means the switching entity within the public switched Telecommunications network, including but not limited to:
- 2.6.1 "End Office Switch" or "End Office" means the switching machine that directly terminates traffic to and receives traffic from purchasers of local Exchange Services. An End Office Switch does not include a PBX.
- 2.6.2 "Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 2.7 "Circuit Facility Assignments (CFAs)" means the information provided to show the point of interconnection between Carrier and AT&T Kentucky.
- 2.8 "CLEC Handbook" or like document, is a publication provided to Collocators that provides information on how to order Collocation arrangements and the processes and requirements for Collocation within or on AT&T Kentucky's Premises. This document is located on the AT&T CLEC Online website and is amended from time to time.
- 2.9 "Commercial Mobile Radio Service(s) (CMRS)" means as defined in the Act and FCC rules. For the purposes of this Attachment, CMRS only includes Telecommunications Services.
- 2.10 "Collocator" is a carrier who places Telecommunications equipment within or on AT&T Kentucky's Premises, within designated Collocation areas, for the sole purpose of interconnecting with AT&T Kentucky for the purpose described in this Attachment.
- 2.11 "Collo-to-Collo" (also known as "Direct Connection" or "Direct Connect") means the cable connection between Carrier's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the same AT&T Kentucky Premises. There are two (2) kinds of Collo-to-Collo arrangements:
- 2.11.1 Direct Connection – interconnection between Carrier's non-contiguous cageless racks or cabinets and/or caged arrangements utilizing cable installed by Carrier's certified vendor utilizing common cable support structure provided/installed by AT&T Kentucky.
- 2.11.2 Co-Carrier Cross Connection – direct interconnection between two (2) different Collocators utilizing cable installed by requesting Collocator's certified vendor and common cable support structure provided/installed by AT&T Kentucky. Both Collocator must have this arrangement available in their agreement.
- 2.12 "Cross-Connect" means a service order-generated connection for one or more of Carrier's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.13 "Day" means, for purposes of application and/or installation intervals, calendar days unless otherwise specified.
- 2.14 "Dedicated Space" means the space assigned for Carrier's Physical Collocation arrangement located in an AT&T Kentucky Premises.
- 2.15 "Effective Billing Date" means the date AT&T Kentucky completed its work as required by Carrier's accurate and complete application and made the Collocation Space available to Carrier, regardless of any failure by Carrier to complete its work.
- 2.16 "Efficiently Used" means that at least sixty percent (60%) of Carrier's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T Kentucky's network pursuant to 47 U.S.C. § 251(c)(2) for the transmission and routing of Telephone Exchange Service or Exchange
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Access and/or means Carrier is using between sixty percent (60%) and one hundred percent (100%) of Carrier's existing Collocation Space arrangement in a particular AT&T Kentucky Premises.

- 2.17 The defined term of "End User(s)" as limited solely to this Attachment means a retail Third Party subscriber to Telecommunications Services provided by any of the Parties or by an MVNO. The term "End User(s)" also includes a Roamer. As used herein, the term "End User(s)" does not include any of the Parties to this Attachment with respect to any item or service obtained under this Attachment.
- 2.18 "Extraordinary Charges" means those costs for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses AT&T Kentucky incurs to meet the specific request of an individual Collocator and will not typically benefit either other Collocators or AT&T Kentucky. Extraordinary Charges may be billed to a Collocator by AT&T Kentucky only if the Collocator has agreed through the AT&T Kentucky Collocation ordering system to pay such Extraordinary Charges.
- 2.19 "Guest-Host" means when Carrier allows another Collocator to share Carrier's caged Collocation arrangement, pursuant to the terms and conditions agreed to by Carrier and AT&T Kentucky as contained within this Attachment.
- 2.20 "Infrastructure Systems" means the structural components, such as: floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.21 "Legitimately Exhausted" means when there is no Unused Space (as defined below) in an AT&T Kentucky Premises that can be used to locate Telecommunications equipment via Physical and Virtual Collocation.
- 2.22 "Mobile Virtual Network Operator" ("MVNO"), for purposes of this Attachment, is a provider that purchases CMRS from Carrier under contract, and resells those CMRS services to its end users under its own brand.
- 2.23 "Premises" as defined in 47 C.F.R. § 51.5
- 2.24 "Physical Collocation" means space that is provided by AT&T Kentucky to Carrier for the purpose of interconnecting to AT&T Kentucky's network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. §251(c)(2) of the Act.
- 2.25 "Remote Terminals (RT)" means the Controlled Environmental Vaults (CEV's), huts, terminals and cabinets and other AT&T Kentucky owned, leased or controlled Premises containing AT&T Kentucky network facilities where adequate space is available and Collocation is Technically Feasible.
- 2.26 "Roamer" is a retail subscriber of Third Party CMRS providers that use the facilities of Carrier's network under the terms of a roaming agreement between that Third Party CMRS provider and Carrier.
- 2.27 "Roaming" occurs when the retail subscriber of one CMRS provider utilizes the facilities of another CMRS provider with which the retail subscriber has no direct pre-existing service or financial relationship to place an outgoing call, to receive an incoming call, or to continue an in-progress call. Typically, although not always, roaming occurs when the retail subscriber is physically located outside the service area of the CMRS provider to which he or she subscribes.
- 2.28 "Shared Caged Collocation" means when two (2) or more Collocators may initially apply at the same time to share a caged Collocation arrangement. Applicable rates and charges are shown in the Pricing Sheet.
- 2.29 "Space Ready Date" means the date on which AT&T Kentucky turns the functional Collocation Space over to Carrier. The space is functional when AT&T Kentucky has completed all work, as required by Carrier's accurate and complete application, and is not dependent on when or whether Carrier has completed its work.
- 2.30 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on AT&T's CLEC Online website.
- 2.31 "Technically Feasible" means as defined in 47 C.F.R. § 51.5 and applicable Federal Communications Commission (FCC) and Kentucky State Commission regulations and Kentucky judicial rulings.
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- 2.32 "Telecommunications Infrastructure Space" means the square footage, including common areas, used to house Telecommunications equipment necessary to support Collocation Space used for Interconnection under 47 U.S.C. § 251(c)(2) with AT&T Kentucky's network.
- 2.33 "Third Party" means any person other than a Party to this Agreement.
- 2.34 "Unused Space" means any space (i) existing in AT&T Kentucky's Premises at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T Kentucky or any Third Party, (iii) that is not occupied by AT&T Kentucky's, its Affiliates', or a Third Party's equipment, and is not needed for access to, or egress from, work areas, (iv) that is not being used by AT&T Kentucky's or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T Kentucky's or requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety).
- 2.35 "Virtual Collocation" is provided for the purpose of interconnecting to AT&T Kentucky's network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. §251(c)(2) of the Act, when the virtually collocated Telecommunications equipment is provided by Carrier. Virtual Collocation is separate and distinct from Physical Collocation. Virtual Collocation Telecommunications equipment is purchased by Carrier and is engineered and installed by an AT&T Kentucky AIS Tier 1. The AT&T Kentucky AIS Tier 1 is paid directly by Carrier. Virtual Collocation equipment is maintained by AT&T Kentucky at the direction of Carrier.
- 2.36 Other Definitions. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Amendment Effective Date.

3.0 General

3.1 Certification:

3.1.1 The Collocator requesting Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications Service by using the Collocation Space.

3.2 The rates, fees and charges that shall apply for Collocation offered under this Attachment and the cross connect to the Collocation-related services purchased from AT&T Kentucky's Private Line Guidebook shall be the rates, fees and charges set out in the Pricing Sheet. The rates and charges provided for in this Attachment are applicable only for Collocation arrangements at AT&T Kentucky Premises as defined in 2.0 above of this Attachment. AT&T Kentucky allocates the charges for space preparation and security charges on a prorated basis so the first Collocator will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for Collocation options directly attributable to the requesting Collocator will not be prorated.

3.3 Any business telephone services ordered by Carrier for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T Kentucky retail services.

3.4 Hazardous Waste and Materials:

3.4.1 Carrier and its AT&T Kentucky AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the AT&T Kentucky AIS shall adhere to all AT&T Kentucky requirements and shall coordinate with the AT&T Kentucky representative before any activity relating to hazardous material/waste is started. Refer to the CLEC Handbook, which may be accessed on the AT&T CLEC Online website.

3.5 Safety:

3.5.1 AT&T Kentucky shall not be responsible for the safety and instruction of Carrier's employees or representatives. Carrier shall take commercially reasonable precautions to avoid harm to personnel, equipment, and building of AT&T Kentucky or other Telecommunications carriers. Carrier shall immediately report to the AT&T Kentucky CO representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of Carrier while on

AT&T Kentucky Premises or any OSHA inspection or citations issued to Carrier while on AT&T Kentucky Premises. Refer to Interconnector's Guide(s) for Physical Collocation for further details.

- 3.6 Americans with Disability Act (ADA):
- 3.6.1 The rates and charges in this Attachment do not include costs for any ADA construction generated or caused by the Collocation Space request. If required, ADA construction will be provided on an ICB.
- 3.6.2 If AT&T Kentucky is required to upgrade an AT&T Kentucky Premises, or portion of the structure to comply with the ADA which arises as a direct result of Carrier's Collocation arrangement, AT&T Kentucky will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.
- 3.7 Dispute Resolution – Except as otherwise provided herein, all Dispute Resolutions will be governed by the GT&C's of this Agreement.
- 3.8 AT&T Kentucky will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to Carrier at Collocation Space turnover. Carrier is responsible for payment of all non-recurring charges, where applicable, prior to receiving CFA information.
- 3.9 Parking at AT&T Kentucky Premises will be provided on a first-come, first-served basis. Carrier may not park in spaces that are reserved for AT&T Kentucky vehicles and which are designated as reserved.
- 3.10 Carrier shall be allowed to have reasonable use of and access to loading docks.
- 3.11 Contact Numbers:
- 3.11.1 AT&T Kentucky is responsible for providing Carrier personnel a contact number for AT&T Kentucky personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in AT&T Kentucky's CLEC Handbook.
- 3.11.2 Carrier is responsible for providing to AT&T Kentucky personnel a contact number for Carrier personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week to AT&T Kentucky. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process.
- 3.11.3 Carrier is responsible for the posting and/or updating signage on the inside of its Dedicated Space that contains their emergency contact information.
- 3.12 Right-to-Use; Multiple Dedicated Spaces:
- 3.12.1 In accordance with this Attachment, AT&T Kentucky grants to Carrier the right to use a Dedicated Space. Each Dedicated Space within an AT&T Kentucky Premises will be considered a single Dedicated Space for the application of rates according to this Attachment.
- 3.13 Trouble Status Reports:
- 3.13.1 AT&T Kentucky and Carrier are responsible for making best efforts to provide prompt notification to each other of significant outages or operations problems which could impact or degrade AT&T Kentucky or Carrier's network, switches or services, with an estimated clearing time to restore service. When trouble has been identified within Carrier's network, Carrier is responsible for providing trouble status reports when requested by AT&T Kentucky.
- 3.14 Service Coordination:
- 3.14.1 Carrier is responsible for coordinating with its AT&T Kentucky AIS to ensure that Carrier's approved requests are installed in accordance with their Collocation Applications.
- 3.15 Access to the MDF:
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3.15.1 AT&T Kentucky will not provide Carrier's personnel with direct access to AT&T Kentucky's MDF, with the exception of Carrier's hired AT&T Kentucky AIS Tier 1.

3.16 Equipment List:

3.16.1 A list of all the equipment and facilities, including the associated power requirements, floor loading, and heat release of each piece of equipment ("Equipment List"), that Carrier will place within its Dedicated Space, or request to be placed in Virtual Collocation Space, must be included on the application for which the Dedicated Space or Virtual Collocation is prepared. Carrier's equipment and facilities shall be compliant with the standards set out in Section 3.17.1, Minimum Standards, following and meet the requirements for Necessary Equipment set forth in Section 5.1.1.1 below. When Carrier submits Equipment List, Carrier shall warrant and represent that the Equipment List is complete and accurate. Carrier shall not place or leave any equipment or facilities within the Dedicated Space not included on the Equipment List without the express written consent of AT&T Kentucky, which consent shall not be unreasonably withheld.

3.16.2 AT&T Kentucky posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for Carrier's reference on AT&T's CLEC Online website. When Carrier's equipment is not listed on the approved AEL, the equipment will be reviewed for safety by AT&T Kentucky and written approval or denial of the equipment will be forwarded to Carrier. The AEL list is available to Carrier via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of Necessary Equipment set forth in Section 5.1.1.1 below and thus does not mean that the equipment may be collocated.

3.16.3 Subsequent Requests to Place Equipment:

3.16.3.1 Carrier shall furnish to AT&T Kentucky a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When Carrier's equipment is not listed in the approved All Equipment List (AEL), the equipment will be reviewed by AT&T Kentucky and written approval or denial of the equipment will be forwarded to Carrier. The additional equipment will also be reviewed as to whether it is Necessary Equipment as set forth in Section 5.1.1.1 below. Only if the equipment passes both reviews may it be collocated.

3.17 Minimum Standards:

3.17.1 Any network equipment placed in AT&T Kentucky network equipment areas of AT&T Kentucky Premises by AT&T Kentucky or Carrier must meet AT&T Kentucky minimum safety standards. The minimum safety standards are as follows: (1) Carrier's equipment must meet Telcordia Level 1 safety requirements as set forth in TP-76200, Network Equipment Building Systems (NEBS); or (2) Carrier must demonstrate that its equipment has a history of safe operation. Safe operation is demonstrated by the equipment having been installed in any ILEC Premises (including AT&T Kentucky) with no known history of safety problems. When engineering and installing equipment, Carrier will be expected to conform to the same accepted procedures and standards utilized by AT&T Kentucky and its contractors.

3.17.2 At an RT, all Carrier equipment installation shall comply with AT&T Kentucky TP-76416, "Grounding and Bonding Requirements for Network Facilities", as found on AT&T's CLEC Online Website. 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.

3.17.3 In the event that AT&T Kentucky denied Collocation of Carrier's equipment citing safety standards, AT&T Kentucky will provide a list of AT&T Kentucky Telecommunications equipment which AT&T Kentucky locates within the AT&T Kentucky Premises for which Collocation was denied together with an affidavit attesting that all of such AT&T Kentucky equipment met or exceeded the same safety standards for which Carrier's equipment was denied for not meeting that standard. This aforementioned list will be provided within (5) Business Days of Carrier's written request.

- 3.17.4 In the event AT&T Kentucky believes that collocated equipment is not necessary for or determines that Carrier's equipment does not meet the minimum safety standards, Carrier must not collocate the equipment until the dispute is resolved in Carrier's favor. Carrier will be given ten (10) Business Days to comply with the requirements and/or remove the equipment from the Collocation Space if the equipment was already improperly collocated. If it is determined that Carrier's equipment does not meet the minimum safety standards above, Carrier must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 3.17.5 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T Kentucky personnel, network or facilities, including the AT&T Kentucky Premises, or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Collocation Space shall not create hazards for or cause damage to those facilities, the Collocation Space, or the AT&T Kentucky Premises in which the Collocation Space is located; impair the privacy of any communications carried in, from, or through the AT&T Kentucky Premises in which the Collocation Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Any and all disputes shall be governed by the GT&Cs of this Agreement.
- 3.18 Compliance Certification
- 3.18.1 The Parties agree to comply with all applicable federal, state, county, and local government laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 3.19 Re-Entry:
- 3.19.1 If Carrier shall default in performance of any material provision herein, and the default shall continue for sixty (60) Days after receipt of AT&T Kentucky's written Notice, or if Carrier is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T Kentucky may, immediately or at any time thereafter, five (5) Business Days advance written notice to Carrier, enter and repossess the Dedicated Space, expel Carrier and any claiming under Carrier, remove Carrier's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies.
- 3.19.2 AT&T Kentucky may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for Carrier at any time after sending the Notice required by the preceding Section 3.19.1.
- 3.19.3 Limitations:
- 3.19.3.1 Except as otherwise required by applicable law, AT&T Kentucky is not obligated to purchase additional plant or equipment, relinquish occupied space or facilities (unless there is obsolete equipment and Carrier requests it be removed or its removal is ordered by the Commission), to undertake the construction of new building quarters or to construct building additions or substantial improvements to the CO infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by Carrier. However, when planning renovations of existing facilities or constructing or leasing new facilities, AT&T Kentucky would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, AT&T Kentucky will ensure that Carrier is provided Collocation Space at least equal in quality to that provided to AT&T Kentucky, its Affiliates or other parties to which it provides interconnection.
- 3.20 Dedicated Space Use and Access:
- 3.20.1 AT&T Kentucky permits Carrier via the AT&T Kentucky AIS to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis, only if AT&T Kentucky and
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Carrier mutually agree to such placement, in AT&T Kentucky's Premises solely to support and be used with equipment that Carrier has legitimately collocated in the same AT&T Kentucky's Premises.

- 3.20.2 AT&T Kentucky does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of Carrier's equipment and facilities.
- 3.20.3 When Carrier's Collocation arrangement is within the AT&T Kentucky Premises, Carrier may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). AT&T Kentucky will provide the necessary backup power, including but not limited to an on-site generator and batteries to recover from a loss of commercial power and secondary backup, to help protect against power outages.
- 3.20.4 Consistent with the environment and purpose of the Dedicated Space, Carrier shall not use the Dedicated Space for office, retail, marketing, or sales purposes. No signage or marking of any kind by Carrier shall be permitted on the AT&T Kentucky Premises or on AT&T Kentucky grounds surrounding the AT&T Kentucky Premises in which the Dedicated Space is located excluding the emergency contact information that Carrier is required to place on the inside of its Dedicated Space. Unauthorized use of equipment, supplies or other property by Carrier, 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 Carrier, as may be all associated investigative costs.
- 3.20.5 Physical Collocation: AT&T Kentucky will not delay a Carrier's employee's entry into an AT&T Kentucky Premises containing its collocated equipment or its access to its collocated equipment. AT&T Kentucky will provide Carrier with reasonable access to restroom facilities and parking. All access is provided subject to compliance by Carrier's employees and AT&T Kentucky AISs with AT&T Kentucky's policies and practices pertaining to fire, safety and security (e.g., Carrier must comply with 4.10 below of this Attachment).
- 3.20.6 Carrier agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, Carrier shall surrender the Dedicated Space or land for an Adjacent Structure to AT&T Kentucky, in the same condition as when first occupied by Carrier, except for ordinary wear and tear.
- 3.20.7 AT&T Kentucky will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to Carrier at the AT&T Kentucky Premises. However, through agreement between AT&T Kentucky and Carrier, Carrier may make arrangements for receipt and/or securing of its equipment at the AT&T Kentucky Premises by Carrier's personnel and/or AT&T Kentucky AIS.
- 3.20.8 Upkeep of Physical Collocation Arrangement:
- 3.20.8.1 Carrier shall be responsible for the general upkeep and cleaning of the Physical Collocation arrangement. Carrier shall be responsible for removing any of Carrier's debris from the Physical Collocation arrangement and the surrounding area on each visit.
- 3.21 Pre-visits for Physical Collocation Only:
- 3.21.1 In order to permit reasonable access during construction of the Physical Collocation Space, Carrier may submit a request for its one (1) free accompanied site visit to its designated Physical Collocation Space at any time subsequent to AT&T Kentucky's receipt of the accepted quote by Collocator. In the event Carrier desires access to its designated Physical Collocation Space after the first accompanied free visit and Carrier's access request form(s) has not been approved by AT&T Kentucky or Carrier has not yet submitted an access request form to AT&T Kentucky, Carrier shall be permitted to access the Physical Collocation Space accompanied by a AT&T Kentucky security escort, at Carrier's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Sheet. If any travel expenses are incurred, Carrier will be charged for the time AT&T Kentucky employees spend traveling per the rates listed in the Pricing Sheet. Carrier must request that escorted access be provided by AT&T Kentucky to Carrier's designated Collocation Space at a mutually agreed to time. An AT&T Kentucky security escort will be
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required whenever Carrier or its approved agent or AT&T Kentucky AIS requires access to the entrance manhole. AT&T Kentucky will wait for one-half (1/2) hour after the scheduled escort time to provide such requested security escort and Carrier shall pay for such half-hour charges in the event Carrier's employees, approved agent, AT&T Kentucky AIS or Guest(s) fails to show up for the scheduled escort appointment. Carrier will not be allowed to take photographs, make copies of AT&T Kentucky site-specific drawings or make any notations.

3.22 Security Cards for Physical Collocation:

3.22.1 Carrier's employees and AT&T Kentucky AIS shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Carrier shall provide AT&T Kentucky with notice at the time of dispatch of its own employee or AT&T Kentucky AIS to an AT&T Kentucky Premises in accordance with applicable CLEC Handbook requirements.

3.22.2 Carrier will be required to submit a complete and accurate request form for security cards, access, keys and/or ID cards (also known as "Access Devices"), for Carrier's employees and AT&T Kentucky AIS utilizing the appropriate request forms located on AT&T's CLEC Online website. Carrier must submit to AT&T Kentucky the completed form for all employees and AIS requiring access to AT&T Kentucky's Premises at least thirty (30) Days prior to the date Carrier desires to gain access to the Collocation Space.

3.22.2.1 In an emergency or other extenuating circumstances (but not in the normal course of business), Carrier may request that AT&T Kentucky expedite the issuance of the Access Devices, and AT&T Kentucky will issue them as soon as reasonably practical. There may be an additional charge for such expedited requests as reflected in the Pricing Sheet.

3.22.3 Any Access Devices provided by AT&T Kentucky to Carrier for its employees and AT&T Kentucky AIS may not be duplicated under any circumstances.

3.22.4 Carrier agrees to be responsible for all Access Devices issued to Carrier for its employees and AT&T Kentucky AIS contracted by Carrier to perform work on Carrier's behalf. Carrier is responsible for the return of all Access Devices in the possession of Carrier's employees and AT&T Kentucky AIS after termination of the employment relationship. Carrier shall be responsible for the replacement cost of Access Devices when they are lost or stolen. The contractual obligation for Access Devices with Carrier ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific AT&T Kentucky Premises.

3.22.5 Lost or Stolen Access Devices:

3.22.5.1 Carrier shall immediately notify AT&T Kentucky in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T Kentucky to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Carrier's employees, or an AT&T Kentucky AIS to return an Access Device(s), Carrier shall pay for the costs of re-keying the building or deactivating the Access Device(s).

3.22.6 Rates and charges for Access Devices are found in the Pricing Sheet.

3.22.7 Threat to Personnel, Network or Facilities:

3.22.7.1 Regarding safety, Carrier's equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T Kentucky's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

3.23 Interference or Impairment:

3.23.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the AT&T Kentucky Premises in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the AT&T Kentucky

Premises in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.

3.24 Personal Property and Its Removal:

3.24.1 In accordance with and subject to the conditions of this Attachment, Carrier may place or install in or on the Dedicated Space such personal property or fixtures ("Property") as are needed for the purpose of Physical Collocation. Property placed by Carrier in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T Kentucky standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by Carrier at any time. Any damage caused to the Collocation arrangement by Carrier's employees, AT&T Kentucky AIS, agents or Guests during the installation or removal of such property shall be promptly repaired by Carrier at its sole expense.

3.25 Alterations:

3.25.1 Under no condition shall Carrier or any person acting on behalf of Carrier 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 AT&T Kentucky Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of AT&T Kentucky, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Carrier. An Alteration shall require the submission of the appropriate subsequent Application and/or Augment and will result in the assessment of the applicable Application Fee associated with the type of alteration requested.

3.26 Maintenance:

3.26.1 AT&T Kentucky shall maintain the exterior of the AT&T Kentucky Premises and grounds, and all entrances, stairways, passageways, and exits used by Carrier to access the Dedicated Space.

3.26.2 AT&T Kentucky shall maintain the AT&T Kentucky Premises for customary building services, utilities (excluding telephone facilities), including janitorial and elevator services in the common areas.

3.26.3 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation Space is not available, Carrier may opt for Virtual Collocation wherein AT&T Kentucky maintains and repairs the virtually collocated equipment as described in 16.0 below following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. AT&T Kentucky may at its option, elect to offer this maintenance alternative in one or more of its COs, and in one or more of its CEVs, huts and cabinets where Physical Collocation Space is available.

3.27. Equipment Staging and Storage:

3.27.1 No storage or staging area will be provided outside of the customer's assigned collocation space. Collocation areas may not be used for office administrative space (e.g., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind (Refer to Interconnector's Guide for Physical Collocation via the AT&T CLEC Online website).

3.28 AT&T Kentucky AIS Requirements:

3.28.1 Carrier shall select a supplier which has been approved as an AT&T Kentucky AIS to perform all engineering and installation work. Carrier's AT&T Kentucky AIS must follow and comply with all of AT&T Kentucky's specifications and the following AT&T Kentucky Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the AT&T Kentucky AIS has met the requirements for all of the required work activities, Carrier must use the applicable AT&T Kentucky AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of AT&T Kentucky AIS is available on AT&T's CLEC Online website. Carrier's AT&T Kentucky AIS shall be responsible for installing Carrier's equipment and associated components, performing operational

tests after installation is complete and notifying AT&T Kentucky's equipment engineers and Carrier upon successful completion of the installation and any associated work. When an AT&T Kentucky AIS is used by Carrier, the AT&T Kentucky AIS shall bill Carrier directly for all work performed for Carrier, as applicable. AT&T Kentucky shall have no liability for or responsibility to pay, such charges imposed by Carrier's AT&T Kentucky AIS. AT&T Kentucky shall make available its supplier approval program to Carrier or any supplier proposed by Carrier and will not unreasonably withhold approval. All work performed by or for Carrier shall conform to generally accepted industry standards.

3.29 Construction Notification:

3.29.1 AT&T Kentucky will notify Carrier prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of Carrier's Dedicated Space with potential to disrupt Carrier's services. AT&T Kentucky will provide such notification to Carrier at least twenty (20) Business Days before the scheduled start date of such major construction activity. AT&T Kentucky will inform Carrier as soon as practicable by telephone of all emergency-related activities that AT&T Kentucky or its subcontractors are performing in the general area of Carrier's Dedicated Space, or in the general area of the AC and DC power plants which support Carrier's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that Carrier may take reasonable actions necessary to protect Carrier's Dedicated Space.

3.30 AT&T Kentucky Premises List:

3.30.1 AT&T Kentucky shall maintain publicly available documents on AT&T's CLEC Online website, indicating its AT&T Kentucky Premises, if any, that have no space available for Physical Collocation. AT&T Kentucky will update this document within ten (10) calendar Days of the date at which an AT&T Kentucky Premises runs out of such Collocation Space.

3.30.2 AT&T Kentucky will remove obsolete unused equipment from its AT&T Kentucky Premises that have no space available for Collocation upon reasonable request by Carrier or upon order of the Commission. AT&T Kentucky shall reserve space for switching, MDF and Digital Cross Connect System (DCS) to accommodate access line growth.

3.31 Legitimately Exhausted:

3.31.1 Before AT&T Kentucky may make a determination that space in an AT&T Kentucky Premises is Legitimately Exhausted, AT&T Kentucky must have removed all unused obsolete equipment from the AT&T Kentucky Premises, if requested by Carrier or required by the Commission, and made such space available for Collocation. Removal of unused obsolete equipment shall not cause a delay in AT&T Kentucky's response to Carrier's application or in provisioning Collocation arrangements. AT&T Kentucky may reserve space for transport equipment for the current year plus two (2) years. Additionally, AT&T Kentucky may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of AT&T Kentucky or for future use by AT&T Kentucky or its Affiliates under conditions that are more favorable than those that apply to other Telecommunications carriers seeking to reserve Collocation Space for their own use. Subject to the preceding provisions of this Section 3.31.1 AT&T Kentucky may reserve space for switching, power, MDF, and DCS up to anticipated customer growth except as may be restricted in the CLEC Handbook. Additional information is available in the CLEC Handbook.

3.32 AT&T Kentucky's Right of Access:

3.32.1 AT&T Kentucky, its employees, and other AT&T Kentucky authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) Days advance notice (unless otherwise negotiated by the Parties) of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T Kentucky hereunder, and for other purpose as reasonably deemed necessary by AT&T Kentucky.

3.32.2 AT&T Kentucky may access the Dedicated Space for the purpose of averting any threat of harm imposed by Carrier or its equipment or facilities upon the operation of AT&T Kentucky equipment, facilities and/or

personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T Kentucky will notify Carrier by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

3.33 Carrier's Physical Collocation Equipment, Facilities & Responsibilities:

3.33.1 In its Physical Collocation arrangement, Carrier is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications equipment and facilities used in the Dedicated Space. Carrier will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:

3.33.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in 14.0 below;

3.33.1.2 Its equipment;

3.33.1.3 Interconnection facilities between Carrier's equipment area and AT&T Kentucky's designated demarcation;

3.33.1.4 DC power delivery cabling between Carrier's equipment area and AT&T Kentucky's designated power source;

3.33.1.5 Required point of termination cross connects in the Dedicated Space;

3.33.1.6 The connection cable and associated equipment which may be required within the Dedicated Space(s).

3.33.2 AT&T Kentucky shall not be responsible for performing any of the activities that Carrier is responsible to perform under Section 3.33.1 preceding neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.33 headed-Carrier's Equipment, Facilities & Responsibilities.

3.34 Carrier's Virtual Collocation Equipment, Facilities & Responsibilities:

3.34.1 Carrier, at its expense and using Carrier's AT&T Kentucky AIS will install no later than two (2) Business Days prior to the scheduled turn-up of Carrier's equipment, all facilities and equipment required to facilitate interconnection under Section 251(c)(2). Carrier's virtually collocated equipment will be maintained by AT&T Kentucky. Carrier will, at its expense, provide the following:

3.34.1.1 Its fiber optic cable(s) or other permitted transmission media

3.34.1.2 Its equipment;

3.34.1.3 Interconnection facilities between Carrier's equipment area and AT&T Kentucky's designated demarcation;

3.34.1.4 DC power delivery cabling between Carrier's equipment and AT&T Kentucky's designated power source;

3.34.1.5 All plug-ins and/or circuit packs (working, spare, and replacements);

3.34.1.6 All unique tools and test equipment;

3.34.1.7 Any ancillary equipment and cabling used for remote monitoring and control;

3.34.1.8 Any technical publications and updates associated with all Carrier-owned and provided equipment;

3.34.1.9 All training for Carrier technicians as described in Section 4.11.3.1 below;

3.34.1.10 Carrier will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by Carrier for placement in/on AT&T Kentucky property. Suitable replacements are to be immediately provided to AT&T Kentucky to restore equipment.

3.34.1.11 Carrier will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T Kentucky within five (5) Business Days of notification that a spare was used or tested defective.

3.34.1.12 For the disconnection of circuits, Carrier will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of Carrier's circuit.

4.0 Limitation of Liability

4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

4.1.1 Both AT&T Kentucky and Carrier shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other one's services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.

4.2 Third Parties: The Parties acknowledge the following: that AT&T Kentucky is required by law to provide space in and access to its AT&T Kentucky Premises to certain other persons or entities ("Others"), which may include competitors of Carrier; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocated Space and with access to the outside of the Collocated Space within the Collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging Carrier's equipment and facilities.

4.3 In addition to any other applicable limitation, neither AT&T Kentucky nor Carrier shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T Kentucky or Carrier or its agents or employees.

4.4 Carrier will be responsible for any and all damages resulting from any harm to AT&T Kentucky's or other carrier's Premises, or any outage in AT&T Kentucky's or other carrier's network, which is a result of the installation, operation, or maintenance of Carrier's equipment, including but not limited to from any defect in Carrier's equipment or its installation, operation, or maintenance, or resulting from the actions or inaction, willful, or negligent, of Carrier's employees, suppliers, or contractors.

4.5 Force Majeure Events shall be governed by the General Terms and Conditions of this Agreement.

4.6 Insurance:

4.6.1 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from Premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for carriers who collocate on AT&T Kentucky's Premises with limits of at least:

4.6.1.1 \$10,000,000 General Aggregate limit; and

4.6.1.2 \$5,000,000 each occurrence limit for all bodily injury or property damage incurred by any one (1) occurrence; and

4.6.1.3 \$5,000,000 each occurrence limit for Personal Injury.

4.6.2 Commercial General Liability insurance written on insurance Services Office (ISO) Form CG 00011204 or a substitute form providing The Commercial General Liability insurance policy must:

4.6.2.1 Include AT&T Kentucky, its Affiliates, and their directors, officers, and employees as Additional Insureds. Carrier shall also provide a copy of the Additional Insured endorsement to AT&T Kentucky. The Additional Insured endorsement may either be specific to AT&T Kentucky or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) Days of execution of this

Agreement and within sixty (60) Days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T Kentucky, its Affiliates, and their directors, officers and employees; and

- 4.6.2.2 Be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T Kentucky.
 - 4.6.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
 - 4.6.3.1 A certificate of insurance stating the types of insurance and policy limits provided Carrier must be received prior to commencement of any work. If a certificate is not received, AT&T Kentucky will notify Carrier, and Carrier will have five (5) Business Days to cure the deficiency. If Carrier does not cure the deficiency within five (5) Business Days, Carrier hereby authorizes AT&T Kentucky, and AT&T Kentucky may, but is not required to, obtain insurance on behalf of Carrier as specified herein. AT&T Kentucky will invoice Carrier for the costs incurred to so acquire insurance.
 - 4.6.3.2 Carrier shall also require all AT&T Kentucky AIS who may enter the AT&T Kentucky Premises for the performance of work on its behalf to maintain the same insurance requirements.
 - 4.7 Self-Insured:
 - 4.7.1 Self-insurance in lieu of the insurance requirements listed in the preceding Section 4.6 above shall be permitted if Carrier 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as Carrier meets all of the requirements of this Section 4.7. If Carrier subsequently no longer satisfies this Section 4.7, the coverage requirements in the Two Way CMRS Interconnection Agreement (Wireless) – Section 4.6 will immediately apply.
 - 4.8 Indemnification:
 - 4.8.1 Except as otherwise provided herein, Indemnification is governed by the GT&Cs of this Agreement.
 - 4.9 Casualty Loss:
 - 4.9.1 Damage to Collocation Space:
 - 4.9.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Carrier's or Carrier's AT&T Kentucky AIS actions or those of a Third Party as hereinafter described, and (1) the Collocation Space is not rendered untenable in whole or in part, AT&T Kentucky shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, AT&T Kentucky has the option to repair the Collocation Space at its expense and the monthly charges shall be proportionately abated while Carrier was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) Business Days, or AT&T Kentucky opts not to rebuild, then AT&T Kentucky shall notify Carrier within thirty (30) Business Days following such occurrence that Carrier's use of the Collocation Space will terminate as of the date of such damage. Upon Carrier's election, subject to space availability and technical feasibility, AT&T Kentucky must provide to Carrier, a comparable substitute Collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.
 - 4.9.1.2 Any obligation on the part of AT&T Kentucky to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for Carrier by AT&T Kentucky.
 - 4.10 Damage to AT&T Kentucky Premises:
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4.10.1 Notwithstanding that Carrier's Collocation Space may be unaffected thereby, in the event that the AT&T Kentucky Premises in which the Collocation Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction of the AT&T Kentucky Premises shall, in AT&T Kentucky's opinion be advisable, AT&T Kentucky, at its option, may terminate services provided via this Attachment. AT&T Kentucky shall provide Carrier ten (10) Business Days prior written notice of termination within thirty (30) Business Days following the date of such occurrence, if possible.

4.11 Security:

4.11.1 AT&T Kentucky may impose the following reasonable security measures on Carrier to assist in protecting its network and equipment from harm. AT&T Kentucky may use security measures expressly allowed by the FCC. In addition, AT&T Kentucky may impose security arrangements as stringent as the security arrangements AT&T Kentucky maintains at its own AT&T Kentucky Premises for its own employees and authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T Kentucky may impose the more stringent requirements. AT&T Kentucky will not impose discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of AT&T Kentucky's equipment. Neither Party will use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with the other Party.

4.11.2 Carrier shall conduct background checks of all employees and/or the AT&T Kentucky AIS who will have access to the Collocation Space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

4.11.3 Carrier shall provide its employees and/or the AT&T Kentucky AIS with picture identification, which must be worn and visible at all times while in Carrier's Collocation Space or other areas in or around the AT&T Kentucky Premises. The photo identification card shall bear, at a minimum, the person's name and photo and Carrier's name. AT&T Kentucky reserves the right to remove from an AT&T Kentucky Premises any employee of Carrier not possessing identification issued by Carrier or who has violated any of AT&T Kentucky's policies as outlined in the AT&T Kentucky Security documents.

4.11.3.1 Carrier technicians will be security-qualified by Carrier and will be required to be knowledgeable of AT&T Kentucky's security standards. Carrier personnel and technicians will undergo the same level of security training or its equivalent that AT&T Kentucky's own employees and authorized contractors must undergo. AT&T Kentucky will not, however, require Carrier to receive security training from AT&T Kentucky, but will provide information to Carrier on the specific type of training required. Carrier can then provide its employees with Carrier's own security training.

4.11.3.2 Carrier and AT&T Kentucky may will each establish disciplinary procedures consistent with this Agreement up to and including dismissal or for denial of access to the Eligible Structure and other property of AT&T Kentucky Premises by the personnel of Carrier or Carrier's AIS for certain specified actions that damage, or injure, or create a reasonable risk of damage or injury to, the Premises or place the equipment, facilities, or the network or personnel of Carrier or AT&T Kentucky or other occupants of the Premises in jeopardy. The following are actions that could cause or create a risk of causing such damage or injury damage or place the Eligible Structure, or the network or the personnel of Carrier or AT&T Kentucky in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T Kentucky property:

4.11.3.2.1 Theft or destruction of AT&T Kentucky's or Carrier's property;

4.11.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T Kentucky property;

4.11.3.2.3 Threats or violent acts against other persons on AT&T Kentucky property;

- 4.11.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on AT&T Kentucky property;
 - 4.11.3.2.5 Permitting unauthorized persons access to AT&T Kentucky or Carrier's equipment on AT&T Kentucky property; and
 - 4.11.3.2.6 Carrying a weapon on AT&T Kentucky property.
- 4.11.3.3 In addition, AT&T Kentucky reserves the right to interview Carrier's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a AT&T Kentucky Premises or involving AT&T Kentucky's, Carrier's or another collocated Telecommunications carrier's property or personnel, provided that AT&T Kentucky shall provide reasonable notice to Carrier's Security representative of such interview. Carrier and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T Kentucky's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Carrier's employees, agents, suppliers, or Guests. Additionally, AT&T Kentucky reserves the right to bill Carrier for all reasonable costs associated with investigations involving Carrier's employees, agents, suppliers, or Guests, if it is established and mutually agreed in good faith that Carrier's employees, agents, suppliers, or Guests are responsible for the alleged act(s). Carrier and AT&T Kentucky will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T Kentucky or Carrier.
- 4.11.3.4 AT&T Kentucky may use reasonable security measures to protect its equipment. In the event AT&T Kentucky elects to erect an interior security partition in a given AT&T Kentucky Premises to separate its equipment, AT&T Kentucky may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such AT&T Kentucky Premises. In no event shall Carrier be required to pay for both an interior security partition to separate AT&T Kentucky's equipment in an AT&T Kentucky Premises and any other reasonable security measure for such AT&T Kentucky Premises. If AT&T Kentucky elects to erect an interior security partition and recover the cost, it must demonstrate to Carrier that other reasonable security methods cost more than an interior security partition around AT&T Kentucky's equipment at the time the price quote is given.
- 4.11.3.4.1 AT&T Kentucky's construction of an interior security partition around its own equipment shall not interfere with Carrier's access to its equipment, including equipment Collocated directly adjacent to AT&T Kentucky's equipment. AT&T Kentucky's construction of an interior security partition around its own equipment shall not impede Carrier's ability to Collocate within AT&T Kentucky's space. To the extent that AT&T Kentucky is required to install additional security measures within its interior security partition because Carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T Kentucky's expense.
 - 4.11.3.4.2 AT&T Kentucky's enclosure of its own equipment will not unreasonably increase Carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T Kentucky's equipment cannot include any embedded costs of any other security measures for the AT&T Kentucky Premises.

5.0 Collocation Space

5.1 Use of Collocation Space:

5.1.1 Nature of Use – Equipment Permitted to be Collocated

- 5.1.1.1 Equipment is considered necessary ("Necessary Equipment") for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude Carrier from
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obtaining Interconnection with AT&T Kentucky at a level equal in quality to that which AT&T Kentucky obtains within its own network or AT&T Kentucky provides to an Affiliate, subsidiary, or other Party.

- 5.1.1.2 AT&T Kentucky will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, AT&T Kentucky may need to request additional information from Carrier. Carrier agrees to use its commercially reasonable efforts to provide such information to AT&T Kentucky in a timely manner.
 - 5.1.2 Multi-functional equipment shall be deemed necessary for interconnection if and only if the primary purpose and function of the equipment (as Carrier seeks to deploy it) meets the standards set forth above in this Section 5.1. For a piece of multi-functional equipment to be utilized primarily to obtain equal in quality interconnection, there also must be a logical nexus between the additional functions the equipment would perform and the Telecommunication Services Carrier seeks to provide to its End Users by means of the interconnection. The collocation of those additional functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section 5.1 must not cause the equipment to significantly increase the burden on AT&T Kentucky's property.
 - 5.2 Demarcation Point - AT&T Kentucky
 - 5.2.1 AT&T Kentucky will designate the point(s) of demarcation between Carrier's equipment and/or network facilities and AT&T Kentucky's network facilities. For DS0, DS1, DS3 and fiber terminations, AT&T Kentucky shall designate, provide and install demarcation point hardware on a per arrangement basis. Carrier shall utilize an AT&T Kentucky AIS Tier 1 to install its interconnection cabling to the AT&T Kentucky designated demarcation point.
 - 5.2.2 Carrier or its AT&T Kentucky AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
 - 5.2.3 Carrier via its AT&T Kentucky AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. AT&T Kentucky will maintain the Virtual Collocation arrangement.
 - 5.3 Types of Available Physical Collocation Arrangements:
 - 5.3.1 AT&T Kentucky will make each of the arrangements outlined below available within its AT&T Kentucky Premises in accordance with this Attachment and the CLEC Handbook so that Carrier will have a variety of Collocation options from which to choose.
 - 5.3.2 Caged Physical Collocation:
 - 5.3.2.1 Caged Collocation option provides Carrier with an individual enclosure (not including a top). This enclosure is an area designated by AT&T Kentucky within an AT&T Kentucky Premises to be used by Carrier for the sole purpose of installing, maintaining and operating Carrier-provided equipment for the purpose of interconnection under 47 U.S.C. § 251(c)(2). Accordingly, AT&T Kentucky will not provide Carrier with direct access to AT&T Kentucky's MDF, with the exception of the AT&T Kentucky AIS Tier 1.
 - 5.3.2.2 AT&T Kentucky will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Carrier will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (minimum of fifty (50) square feet of caged space) and will ensure that the first Collocator in an AT&T Kentucky Premises will not be responsible for the entire cost of site preparation and security.
 - 5.3.2.3 At Carrier's option, Carrier may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by AT&T Kentucky in constructing such an arrangement.
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Carrier may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

5.3.3 Shared Caged Collocation:

5.3.3.1 AT&T Kentucky will provide Shared Caged Collocation as set forth in the CLEC Handbook. Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation Space. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator.

5.3.4 Guest-Host Collocation (Also known as Sub-Lease Collocation):

5.3.4.1 Carrier may allow other Telecommunications carriers to share Carrier's caged Collocation Space, pursuant to the terms and conditions agreed to by Carrier (Host) and the other Telecommunications carrier (Guest) which must be consistent with the provisions contained in this Section 5.3.4 and this Agreement, except where the AT&T Kentucky Premises is located within a leased space and AT&T Kentucky is prohibited by said lease from offering such an option to Carrier. AT&T Kentucky shall be notified in writing by Carrier upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Carrier that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between AT&T Kentucky and Carrier. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T Kentucky and Carrier.

5.3.4.2 Carrier, as the Host, shall be the sole interface and the responsible Party to AT&T Kentucky for the assessment and billing 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(s), the Guest(s) employees and agents. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, Carrier shall be the responsible Party to AT&T Kentucky for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).

5.3.4.3 Notwithstanding the foregoing, the Guest(s) may submit service orders to AT&T Kentucky to request the provisioning of interconnecting facilities and/or services between AT&T Kentucky and the Guest(s). The bill for these interconnecting facilities and/or services will be charged to the Guest(s) pursuant to the applicable Guest's interconnection agreement with AT&T Kentucky.

5.3.5 Cageless Collocation:

5.3.5.1 Consistent with the requirements of applicable law, AT&T Kentucky will provide cageless Collocation in any Collocation Space that is supported by the existing Telecommunications infrastructure. AT&T Kentucky will provide space in single bay increments, including available space adjacent to or next to AT&T Kentucky's equipment as needed.

5.3.5.2 AT&T Kentucky shall allow Carrier to collocate Carrier's equipment and facilities without requiring the construction of a cage or similar structure.

5.3.5.3 Except where Carrier's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T Kentucky shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Carrier must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

5.4 Adjacent On-Site Collocation:

- 5.4.1 Where Physical Collocation Space within the AT&T Kentucky Premises is Legitimately Exhausted AT&T Kentucky will permit Carrier to Physically Collocate on AT&T Kentucky's property in Carrier's Adjacent Structures similar to structures that AT&T Kentucky uses to house Telecommunication equipment, to the extent Technically Feasible.
- 5.4.2 AT&T Kentucky and Carrier will mutually agree on the location of the designated space on AT&T Kentucky Premises where the Adjacent Structure will be placed. AT&T Kentucky will not unreasonably withhold agreement as to the site desired by Carrier. Safety and maintenance requirements, zoning, future building expansion and other state and local regulations are all examples of reasonable grounds to withhold agreement as to the site desired by Carrier.
- 5.4.3 AT&T Kentucky will offer the following increments of power to the Adjacent Structure:
- 5.4.3.1 a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when CO Switchboard AC capacity exists or;
- 5.4.3.2 DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the CO Power source.
- 5.4.4 At its option, Carrier may choose to provide its own AC and DC power to the Adjacent Structure.
- 5.4.5 AT&T Kentucky will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other Collocation arrangements in this Attachment.
- 5.4.6 AT&T Kentucky shall permit Carrier to place its own equipment in compliance with 3.34 above, including, but not limited to, copper cables, coaxial cables, fiber cables and Telecommunications equipment, in adjacent facilities constructed by Carrier's AT&T Kentucky AIS. Accordingly, AT&T Kentucky will not provide Carrier's personnel or agents with direct access to AT&T Kentucky's MDF, with the exception of the AT&T Kentucky's AIS Tier 1.
- 5.4.7 Carrier shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
- 5.4.8 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between Carrier's POT bay or termination point located in an Adjacent Structure and AT&T Kentucky's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where Carrier specifically requests regeneration. Required regeneration and Carrier requested regeneration will be provided at Carrier's expense.
- 5.4.9 In the event that interior space in an AT&T Kentucky Premises becomes available, AT&T Kentucky will provide the option to Carrier to relocate its equipment from an Adjacent on-site facility into the interior space. In the event Carrier chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the AT&T Kentucky Premises will apply.
- 5.4.10 If Carrier elects to provide an Adjacent On-Site Space Collocation as described above, when all available space for Physical Collocation is Legitimately Exhausted inside an AT&T Kentucky AT&T Kentucky Premises, AT&T Kentucky will charge Application Fees to recover the costs incurred to estimate the quotation of charges for Carrier's Adjacent On-site Collocation arrangement request. Rates and charges are found in the Pricing Sheet. In addition, should Carrier elect to have AT&T Kentucky provision an extension of DC Power Service from the AT&T Kentucky Premises to the Adjacent Structure, a Collocator Interconnect Power Panel (CIPP) will be required.
- 5.4.11 Adjacent On-site Application Fee:
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5.4.11.1 An initial Application Fee will apply when Carrier is requesting any Interconnection Terminations between Carrier's Adjacent On-site structure and AT&T Kentucky on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to Carrier's Adjacent On-site structure.

5.5 Virtual Collocation:

5.5.1 Virtual Collocation for the purpose of interconnection under 47 U.S.C. § 251(c)(2) to AT&T Kentucky is ordered as set forth in AT&T Kentucky's CLEC Handbook for Virtual Collocation. AT&T Kentucky will designate the location or locations within its wire centers, CEVs, huts, cabinets and other AT&T Premises for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated CO or CEV, hut and Cabinet or other AT&T Premises space for the use of Carrier. AT&T Kentucky will provide Virtual Collocation for Carrier's comparable equipment as it provides to itself in the CO, wire center, CEV, hut, Cabinet, or other AT&T Kentucky Premises as the case may be, subject to the requirements of this Agreement.

6.0 Reports

6.1 Space Availability Report:

6.1.1 Carrier may request a space availability report prior to its application for Collocation Space within AT&T Kentucky's AT&T Kentucky Premises. This report will specify the amount of Collocation Space available at each requested AT&T Kentucky Premises, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T Kentucky is taking to make additional space available for Collocation. Carrier may access the appropriate form for the space availability report on the AT&T CLEC Online website. A space availability report does not reserve space at the AT&T Kentucky Premises for which the space availability report was requested by Carrier.

6.1.2 Fees for such reports are shown in the Pricing Sheet.

7.0 Application Process

7.1 AT&T Kentucky will provide Collocation arrangements in AT&T Kentucky Premises on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular AT&T Kentucky Premises, Carrier and AT&T Kentucky will follow the Collocation Application ("Application") process in the AT&T Kentucky's Collocation Services Handbook at the AT&T CLEC Online website. Carrier will provide a completed Application through the Collocation Application Web Portal via AT&T's CLEC Online website and will pay AT&T Kentucky an initial Application Fee as found in the Pricing Sheet.

7.1.1 Application for Multiple Methods of Collocation:

7.1.1.1 A Collocator wishing AT&T Kentucky to consider multiple methods for Collocation in an AT&T Kentucky Premises on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, (e.g., caged, cageless, or other) as well as adequate information (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T Kentucky to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T Kentucky will not require an additional Application, nor will the Collocator be required to restart the quotation interval should its first choice not be available in an AT&T Kentucky Premises.

7.2 Complete and Accurate Application Review Process:

7.2.1 Upon receipt of Carrier's complete and accurate Application and initial Planning/Application Fee payment, AT&T Kentucky will begin development of the quotation.

7.2.2 In responding to an Application, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T Kentucky shall advise Carrier that the Application for space is granted, confirm

the applicable NRC and MRC rates and the estimated provisioning interval. AT&T Kentucky will not select for Carrier the type of Collocation to be ordered.

7.2.3 When Dedicated Space is turned over to Carrier, all applicable NRCs will be billed to Carrier.

7.3 Space Unavailability Determination and Resolution:

7.3.1 In responding to an Application if space is not available, AT&T Kentucky will notify Carrier that its Application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If AT&T Kentucky knows when additional Collocation Space may become available at the AT&T Kentucky Premises requested by Carrier, such information will be provided to Carrier in AT&T Kentucky's written denial of Collocation Space. AT&T Kentucky in its denial will provide Carrier with any other known methods of Collocation that may be available within the AT&T Kentucky Premises that the Carrier's Application addressed. If Carrier determines the alternative method of collocation meets its needs, Carrier will be required to submit a new collocation Application and pay the initial Application Fee.

7.3.2 The notification will include a possible future space relief date, if applicable. Any non-recurring charges collected with the Application, including the Application Fee, will be returned to Carrier. When AT&T Kentucky's response includes an amount of space less than that requested by Carrier or space that is configured differently, no Application fee will apply. If Carrier decides to accept the available space, Carrier must resubmit its Application to reflect the actual space available including the reconfiguration of the space. When Carrier resubmits its Application to accept the available space, AT&T Kentucky will bill the applicable Application.

7.3.3 In the event of a denial, AT&T Kentucky will file a notice that Carrier's request was denied with the Commission. When contested in support of its denial, AT&T Kentucky will concurrently submit to both the Commission and Carrier, provided under seal and subject to proprietary protections, the following when applicable:

7.3.3.1 central office common language location identifier (CLLI);

7.3.3.2 the identity of Carrier;

7.3.3.3 amount of space requested by Carrier;

7.3.3.4 the total amount of space at the AT&T Kentucky Premises;

7.3.3.5 floor plan documentation (as provided for in the Space Availability Determination Section of the CLEC Handbook);

7.3.3.6 identification of switch turnaround plans and other equipment removal plans and timelines; if any

7.3.3.7 AT&T Kentucky's Premises rearrangement/expansion plans; if any

7.3.3.8 and description of other plans, if any, that may relieve space exhaustion.

7.3.4 In the event AT&T Kentucky denies Carrier's Application and Carrier disputes the denial, Carrier may request a tour of the AT&T Kentucky Premises to verify space availability or the lack thereof. The request shall be submitted to AT&T Kentucky's designated representative in writing. Time limits established by the FCC must be complied with. The inspection tour shall be scheduled as mutually agreeable.

7.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T Kentucky representative and the representative of Carrier who will participate in the tour.

7.3.6 AT&T Kentucky will provide all relevant documentation to Carrier including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. AT&T Kentucky's representative will accompany and supervise the Carrier agent on the inspection tour.

7.3.7 If Carrier believes, based on the inspection tour of the AT&T Kentucky Premises facilities, that the denial of Physical Collocation Space is unsupported, the Carrier agent shall promptly so advise AT&T Kentucky.

Carrier and AT&T Kentucky shall then each concurrently prepare a report detailing its own findings of the inspection tour. Carrier and AT&T Kentucky reports shall be concurrently served on each other and submitted to the Commission no later than forty-five (45) Days following the filing of the request for space. The burden of proof shall be on AT&T Kentucky to justify the basis for any denial of collocation requests.

7.4 Revisions:

- 7.4.1 If a modification or revision is made to any information in the Application after AT&T Kentucky has provided the Application response and prior to a quote being accepted by Carrier, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Carrier or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. AT&T Kentucky will charge Carrier the appropriate augment Application Fee associated with the level of assessment performed by AT&T Kentucky.
- 7.4.2 Once AT&T Kentucky has provided the quote and Carrier has accepted the quote and authorized AT&T Kentucky to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application, and the appropriate Application Fees will apply.

7.5 Augments:

- 7.5.1 A request from Carrier to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.
- 7.5.2 Upon receipt of Carrier's complete and accurate Application, AT&T Kentucky will begin development of the Augment quotation. In responding to an Augment request, if power and/or Interconnection facilities are available and all applicable Collocation requirements are met, AT&T Kentucky shall advise Carrier that its request is granted, confirm the applicable non-recurring and recurring rates and the estimated provisioning interval.

7.6 For all Augments other than provided above, AT&T Kentucky will work cooperatively with Carrier to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in AT&T Kentucky's Collocation Services Handbook at the AT&T CLEC Online website.

7.7 Interconnection & Power Cabling:

- 7.7.1 Carrier must use an AT&T Kentucky AIS to establish interconnection and/or power cabling as outlined in the appropriate TP.

8.0 Augment Application

8.1 In the event Carrier or Carrier's Guest(s) desires to modify its use of the Collocation Space in an AT&T Kentucky Premises after the quote is accepted by Carrier, Carrier shall complete a new Application that contains all of the detailed information associated with a requested alteration of the Collocation Space. The subsequent Application will be processed by AT&T Kentucky when it is complete and accurate, meaning that all of the required fields on the subsequent Application have been completed with the appropriate type of information associated with the requested alteration. AT&T Kentucky shall determine what modifications, if any, to the AT&T Kentucky Premises are required to accommodate the change(s) requested by Carrier in the subsequent Application. Such modifications to the AT&T Kentucky 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.

9.0 Cancellation Prior to Due Date

9.1 In the event that Carrier cancels its Collocation Application after AT&T Kentucky has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T Kentucky has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T Kentucky might have, Carrier shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to

exceed the space preparation charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Carrier's request, AT&T Kentucky will provide Carrier with a detailed invoice showing the costs it incurred associated with preparation.

10.0 Occupancy – Physical Collocation Only

- 10.1 AT&T Kentucky will notify the Physical Collocator that the Dedicated Space is ready for occupancy after AT&T Kentucky's completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the Space Ready Date.
 - 10.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) Days an acceptance walk-through of the Collocation Space with AT&T Kentucky. The acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by AT&T Kentucky (which agreement will not be unreasonably withheld, conditioned or delayed). The agreed upon exceptions shall be corrected by AT&T Kentucky by a mutually agreed upon date. The correction of these exceptions shall be at AT&T Kentucky's expense. AT&T Kentucky will then establish a new Space Ready Date.
 - 10.3 Upon completion of corrections described in Section 10.2, AT&T Kentucky will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon the Physical Collocator's request, conduct a follow-up acceptance walk-through as set forth in this Section 10.3. This follow-up acceptance walk-through will be limited to only those corrections identified and agreed to by the Parties in the initial walk-through, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within fifteen (15) Days, the Dedicated Space shall be deemed as acceptable. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Space Ready Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.
 - 10.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by the Physical Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, AT&T Kentucky shall be entitled to full payment within thirty (30) Days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T Kentucky is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.
 - 10.5 If the Physical Collocator cancels or abandons its Collocation Space in any of AT&T Kentucky Premises before AT&T Kentucky has recovered the full cost associated with providing that space to the Physical Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) Days after the Physical Collocator abandons that Collocation Space.
 - 10.6 The Physical Collocator shall notify AT&T Kentucky in writing that its Collocation equipment installation is complete. For purposes of this Section 10.0, the Physical Collocator's Telecommunications equipment is considered to be operational and interconnected when it is connected to either AT&T Kentucky's network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for interconnection with AT&T Kentucky's network. For the purpose of this Attachment, AT&T Kentucky may refuse to accept any orders for Cross-Connects until it has received such notice from the Physical Collocator.
 - 10.7 Early Space Acceptance:
 - 10.7.1 If the Physical Collocator decides to occupy the Collocation Space prior to the Space Ready Date, the date the Physical Collocator executes the agreement for "Customer Access and Acceptance to Unfinished Collocation Space" is the date that will be deemed the Space Ready Date and billing will begin from that
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date.

10.7.2 The Physical Collocator will, whenever possible, place its Telecommunications equipment in the Collocation Space within thirty (30) Days of space turnover. Operational Telecommunications equipment must be placed in the Dedicated Space and interconnected to AT&T Kentucky's network pursuant to 47 U.S.C. §251(c)(2) within one hundred eighty (180) Days after receipt of Notice that AT&T Kentucky has completed its work as required by the complete and accurate Collocation Application.

10.8 Reclamation of Dedicated Space:

10.8.1 If the Physical Collocator fails to place operational Telecommunications equipment in the Dedicated Space to interconnect with AT&T Kentucky in accordance with Section 5.0 above and 10.0 above and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then AT&T Kentucky has the right to reclaim the Dedicated Space. AT&T Kentucky will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the Notice date. If the Physical Collocator does not place operational Telecommunications equipment in the Dedicated Space and interconnect with AT&T Kentucky by that tenth (10th) Business Day then the Collocation is deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

10.8.2 If the Physical Collocator causes AT&T Kentucky to prepare the Dedicated Space and then the Physical Collocator does not use the Dedicated Space (or all of the Dedicated Space), the Physical Collocator will pay AT&T Kentucky the monthly recurring and other applicable charges as if the Physical Collocator were using the entire Dedicated Space, until such time as the Physical Collocator submits a complete and accurate decommissioning Application, and the decommissioning process is completed as required.

11.0 Efficiently Used

11.1 Orders for additional space will not be accepted until Carrier's existing Collocation Space in the requested AT&T Kentucky Premises is Efficiently Used (as defined in Section 2.0 this Attachment) except to the extent Carrier establishes to AT&T Kentucky's reasonable satisfaction that Carrier's apparent inefficient use of space is caused by Carrier holding Unused Space for future use on the same basis that AT&T Kentucky holds Unused Space for future use.

11.2 Orders for additional CFAs will not be accepted until the specific CFA type requested (e.g., DS0, DS1, fiber, etc.) in the requested AT&T Kentucky Premises is Efficiently Used. The determination as to whether this criterion is met or necessary is within the reasonable judgment of AT&T Kentucky. If Carrier does not agree with AT&T Kentucky's judgment that the Efficiently Used criterion is not met, Carrier may initiate steps subject to the Dispute Resolution provisions found in the General Terms and Conditions of this Agreement.

12.0 Relocation

12.1 AT&T Kentucky Requested Relocation:

12.1.1 When AT&T Kentucky determines, in order to be compliant with zoning changes, condemnation, or government order or regulation, that it is necessary for the Dedicated Space to be moved, AT&T Kentucky will provide written Notice to the resident Collocator(s) within five (5) Business Days of the determination to move the location. Such a determination may affect movement from an AT&T Kentucky Premises to another AT&T Kentucky Premises, or from an Adjacent Structure to a different Adjacent Structure or from an Adjacent Structure to an AT&T Kentucky Premises or from an AT&T Kentucky Premises to an Adjacent Structure.

12.1.2 If the relocation occurs for reasons other than an emergency, AT&T Kentucky will provide the resident Collocator(s) with at least one hundred eighty (180) Days advance written Notice prior to the relocation.

12.1.3 An Application will be required by the resident Collocator for the arrangement of the new Dedicated Space

and/or the new Telecommunications Infrastructure Space. The resident Collocator will not be required to pay any Application Fees associated with the relocation described in this Section 12.1.

- 12.1.4 The resident Collocator shall be responsible for the costs for the preparation of the new Telecommunications Infrastructure Space and Dedicated Space at the new AT&T Kentucky Premises or an Adjacent Structure if such relocation arises from circumstances beyond the reasonable control of AT&T Kentucky, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the AT&T Kentucky Premises in which the Dedicated Space is located or the Adjacent Structure for the purpose then used, uneconomical in AT&T Kentucky's reasonable judgment.
- 12.1.5 A resident Collocator's presence in AT&T Kentucky Premises or Adjacent Structure must not prevent AT&T Kentucky from making a reasonable business decision regarding building expansions or additions to the number of COs required to conduct its business or its locations.

12.2 Physical Collocator Requested Relocation:

- 12.2.1 If the Physical Collocator requests that the Dedicated Space be moved within the AT&T Kentucky Premises in which the Dedicated Space is located, or to another AT&T Kentucky Premises, from an Adjacent Structure, (as described in Section 5.4 above) to a different Adjacent Structure or to an AT&T Kentucky Premises, or from an AT&T Kentucky Premises to an Adjacent Structure. AT&T Kentucky shall permit the Physical Collocator to relocate the Dedicated Space or Adjacent Structure, subject to availability of space and technical feasibility.
- 12.2.2 A new Application will be required for the new Dedicated Space and the Application Fee shall apply.
- 12.2.3 The Physical Collocator shall be responsible for all applicable charges associated with the move, including the re-installation of its equipment and facilities and the preparation of the new Telecommunications Infrastructure Space and Dedicated Space, or Adjacent Structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new AT&T Kentucky Premises (where applicable) shall be deemed the AT&T Kentucky Premises in which the Dedicated Space is located and the new Adjacent Structure shall be deemed the Adjacent Structure.

12.3 Virtual to Physical Relocation:

- 12.3.1 In the event Physical Collocation Space was previously denied in an AT&T Kentucky CO, due to technical reasons or space limitations, and Physical Collocation Space has subsequently become available, Carrier may relocate its existing Virtual Collocation arrangement(s) to a Physical Collocation arrangement(s).
- 12.3.2 Carrier must arrange with an AT&T Kentucky AIS Tier 1 for the relocation of equipment from a Virtual Collocation Space to a Physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the Virtual Collocation Space to the new Physical Collocation Space.

13.0 Complete Space Discontinuance

13.1 Collocator Requested Termination of the Collocation Space:

- 13.1.1 Carrier may terminate its occupancy of a particular Collocation Space which includes the removal of all equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Carrier infrastructure installed within its Collocation Space. Carrier is required to provide a complete and accurate Collocation Application requesting to terminate its existing Collocation arrangement (see AT&T's CLEC Online website for the appropriate form).
- 13.1.2 Carrier and Carrier's Guest(s) shall have thirty (30) Days from the Space Ready Date or a date mutually agreed to by the Parties ("Termination Date") to vacate the Collocation Space. Unless Carrier's Guest(s) have assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T Kentucky (see Space Reassignment Section 13.2 below) to
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transfer the Collocation Space to the Guest(s) prior to Carrier's Termination Date, then Carrier must insure the removal of all the Guest(s) equipment and facilities by the Termination Date.

- 13.1.3 Upon termination, the Collocation Space will revert back to AT&T Kentucky space inventory.
 - 13.1.4 Carrier shall return the Collocation Space to AT&T Kentucky in the same condition as when it was first occupied by Carrier, with the exception of ordinary wear and tear.
 - 13.1.5 Carrier's AT&T Kentucky AIS shall be responsible for informing AT&T Kentucky personnel of any required updates and/or changes to AT&T Kentucky records that are required in accordance with AT&T Kentucky TP specifications.
 - 13.1.6 Carrier shall be responsible for the cost of removing any Carrier-constructed enclosure, as well as any Carrier-installed supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date.
 - 13.1.7 Any equipment not removed by the Termination Date by Carrier will be removed and disposed of by AT&T Kentucky at the expense of Carrier.
 - 13.1.8 Upon termination of occupancy, Carrier, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Carrier from the Collocation Space.
 - 13.1.9 The Virtual Collocator will work cooperatively with 13.1.11 property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the AT&T Kentucky Premises. AT&T Kentucky is not responsible for and will not guarantee the condition of such equipment removed by any Party.
 - 13.1.10 The Virtual Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping.
 - 13.1.11 Upon termination of the Collocation Space, the Virtual Collocator must remove the entrance cable used for the Collocation arrangement. If the entrance cable is not scheduled for removal within seven (7) Days after removal of the Collocation equipment, AT&T Kentucky may arrange for the removal, and the Virtual Collocator will be responsible for any charges incurred to remove the cable. The Virtual Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T Kentucky instructs the Virtual Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the AT&T Kentucky Premises.
- 13.2 Space Reassignment also known as Transfer of Ownership:
- 13.2.1 In lieu of submitting an Application to terminate a Collocation arrangement, as described above, Carrier ("Exiting Collocator") may reassign the Collocation arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Collocation arrangement may not occur without the written consent of AT&T Kentucky. In order to request consent to assign a Collocation arrangement, either the Collocator Assignee or Exiting Collocator must submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee. Space reassignment shall be subject to the following terms and conditions:
 - 13.2.1.1 Collocator Assignee must, as of the date of submission of the Collocation Application, have an approved interconnection agreement with AT&T Kentucky.
 - 13.2.1.2 Exiting Collocator will be liable to pay all NRCs and MRCs Collocation charges on the Collocation arrangement to be reassigned until the date AT&T Kentucky turns over the Collocation arrangement to the Collocator Assignee. Any disputed charges shall be subject to the Dispute Resolution Process in the General Terms and Conditions of this Agreement. AT&T Kentucky's obligation to turn over the Collocation arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay MRCs for a Collocation arrangement will begin on the date AT&T Kentucky makes available the Collocation arrangement to the Collocator Assignee.
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- 13.2.1.3 An Exiting Collocator may not reassign Collocation Space in an AT&T Kentucky Premises where a waiting list exists for Collocation Space, unless all Collocators on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.
- 13.2.1.4 Collocator Assignee will defend and indemnify AT&T Kentucky from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Collocation arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 13.2.2 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate Application for each Collocation arrangement. The Exiting Collocator must ensure that the Collocator Assignee complies with the following: Collocator Assignee submits a complete and accurate Application for a Collocation arrangement, and Collocator Assignee represents, warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T Kentucky equipment and other items in or otherwise associated with each Collocation arrangement. Collocator Assignee further agrees to indemnify and hold AT&T Kentucky harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T Kentucky equipment and other items.
- 13.2.3 AT&T Kentucky in its response to the Application will provide a price quote. Once the quote has been accepted, AT&T Kentucky shall finish the work to convert the space within thirty (30) Days. AT&T Kentucky and Collocator Assignee will coordinate all conversion work to ensure that the end users of Collocator Assignee will have minimal, if any, disruption of service during such conversion.
- 13.2.4 Collocator Assignee may submit a security application for access to a Collocation arrangement simultaneously with the Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the Collocation Space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 4.11 above will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
- 13.2.5 Collocator Assignee assumes each Collocation arrangement "as is" which means that AT&T Kentucky will make no changes to the Collocation arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Collocation arrangement by Collocator Assignee must be submitted via a separate Augment application (as provided by the Collocator Assignee's ICA).
- 13.3 Interconnection Termination Reduction:
- 13.3.1 Carrier may request a reduction of the existing amount of interconnection terminations that service a Collocation arrangement. Carrier shall submit an Augment Application in order to process this request. Carrier must maintain at least one minimum interconnection arrangement.
- 13.3.2 Interconnection termination reduction requests may require the disconnection and removal of interconnection cable. AT&T Kentucky will perform the interconnection cable removal work above the rack level at the applicable fees referenced in the Pricing Sheet. Within thirty (30) Days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Collocation arrangement, Carrier must remove terminations at both ends of the interconnection cable and cut and cap cables up to the AT&T Kentucky rack level. Carrier must use the AT&T Kentucky AIS for this procedure and AT&T Kentucky AIS must follow the appropriate TP found on AT&T's CLEC Online website.
- 14.0 Fiber Optic Cable and Demarcation Point**
- 14.1 Fiber Optic Cable Entrance Facilities:
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- 14.1.1 Carrier will utilize the Application process described within this Attachment for entrance facility requests. All rate elements for Collocator Entrance Facility can be found in the Pricing Sheet.
- 14.1.2 Carrier is responsible for bringing its entrance facilities to the entrance manhole(s) designated by AT&T Kentucky, and leaving sufficient length of the cable in the manhole for AT&T Kentucky to fully extend the Carrier-provided facilities to the designated point in the cable vault.
- 14.1.2.1 Carrier's AT&T Kentucky AIS Tier 1 will extend the Carrier-provided fiber entrance cable from the cable vault to the Dedicated Space.
- 14.2 If Carrier has not left the cable in the manhole within one hundred twenty (120) Days of the request for entrance fiber, Carrier's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. Carrier may request an additional thirty (30) Day extension by notifying AT&T Kentucky, no later than fifteen (15) Days prior to the end of the one hundred twenty (120) Day period mentioned above, of the need of the extension for Carrier to place cable at the manhole.
- 14.3 Carrier shall use a dielectric Optical Fiber Non-conductive Riser-rated (OFNR) fiber cable as the transmission medium to the Dedicated Space for Physical or Virtual Collocation. In addition, AT&T Kentucky requires this fiber to be yellow or black with yellow striped sheath.
- 14.4 Copper or coaxial cable will only be permitted to be utilized as the transmission medium where Carrier can demonstrate to AT&T Kentucky, or the Commission, that use of such cable will not impair AT&T Kentucky ability to serve its own End Users or subsequent Collocators.
- 14.5 AT&T Kentucky shall provide a minimum of two separate points of entry into the AT&T Kentucky Premises, where AT&T Kentucky has at least two such entry points, there is sufficient space for new facilities in those entry points, and it is Technically Feasible. Where such dual points of entry are not available, when AT&T Kentucky performs work as is necessary to make available such separate points of entry for itself, at the same time it will accommodate Carrier's request under this Section 14.1. Carrier and AT&T Kentucky shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T Kentucky and Carrier.
- 14.6 AT&T Kentucky will also provide nondiscriminatory access where Technically Feasible and sufficient space exists, to any entry point into AT&T Kentucky Premises in excess of two (2) points in those locations where AT&T Kentucky also has access to more than two such entry points. Where AT&T Kentucky performs such work in order to accommodate its own needs and those specified in Carrier's written request, Carrier and AT&T Kentucky shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T Kentucky and Carrier.
- 15.0 Entrance Facility Conduit to Vault, per cable Sheath**
- 15.1 All procedures for Carrier Entrance Facility Conduit can be found in the CLEC Handbook.
- 16.0 Virtual Collocation – Cooperative Responsibilities**
- 16.1 The Virtual Collocator will work cooperatively with AT&T Kentucky to develop implementation plans including timelines associated with:
- 16.1.1 Placement of the Virtual Collocator's fiber into the CO vault;
- 16.1.2 Location and completion of all splicing;
- 16.1.3 Completion of installation of equipment and facilities;
- 16.1.4 Removal of above facilities and equipment;
- 16.1.5 To the extent known, the Virtual Collocator can provide forecasted information to AT&T Kentucky on anticipated additional Virtual Collocation requirements;
- 16.1.6 To the extent known, the Virtual Collocator is encouraged to provide AT&T Kentucky with a listing of the equipment types that the Virtual Collocator plans to virtually collocate in AT&T Kentucky's COs or CEVs,
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huts and cabinets. This cooperative effort will insure that AT&T Kentucky personnel are properly trained on Virtual Collocator equipment.

16.2 Installation of Virtual Collocation Equipment:

- 16.2.1 AT&T Kentucky does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Virtual Collocator's equipment, arrangement, or facilities.
- 16.2.2 AT&T Kentucky will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between Collocation equipment.
- 16.2.3 In this arrangement, Telecommunications equipment (also referred to herein as equipment) is furnished by the Virtual Collocator and engineered and installed by an AT&T Kentucky AIS.
- 16.2.4 The Virtual Collocator and AT&T Kentucky must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T Kentucky will cooperatively test the collocated equipment and facilities with the Virtual Collocator.

16.3 Repair & Maintenance of Equipment - Virtual Collocation Only:

- 16.3.1 Except in emergency situations, the Virtual Collocator-owned fiber optic facilities and terminating equipment will be repaired only upon the request of the Virtual Collocator. In an emergency, AT&T Kentucky may perform necessary repairs without prior notification. The labor rates specified in the Pricing Sheet apply to AT&T Kentucky CEVs, huts, cabinets and AT&T Kentucky Premises, and are applicable for all repairs performed by AT&T Kentucky on the Virtual Collocator's facilities and equipment.
- 16.3.2 When initiating repair requests on Virtual Collocator owned equipment, the Virtual Collocator must provide AT&T Kentucky with the location and identification of the equipment and a detailed description of the trouble.
- 16.3.3 Upon notification by the Virtual Collocator and availability of spare parts as provided by the Virtual Collocator, AT&T Kentucky will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.
- 16.3.4 The Virtual Collocator will request any and all maintenance by AT&T Kentucky on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Virtual Collocator must provide AT&T Kentucky with the location and identification of the equipment and a detailed description of the maintenance requested.
- 16.3.5 Upon notification by the Virtual Collocator and availability of spare parts as provided by the Virtual Collocator, AT&T Kentucky will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

16.4 Alarm Maintenance:

- 16.4.1 Carrier has the ability to purchase its own remote monitoring and alarming equipment.
- 16.4.2 Since the maintenance of Carrier's equipment is at the direction and control of Carrier, AT&T Kentucky will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of Carrier with the option discussed for during emergencies.

17.0 Interconnection to Others within the same AT&T Kentucky Premises

- 17.1 Upon quote being accepted by Carrier, AT&T Kentucky will permit Carrier to construct, via an AT&T Kentucky AIS Tier 1, direct connection facilities, (also known as Collo-to-Collo) to Carrier's own Physical/Virtual Collocation arrangement and/or a Third Party Collocator's Physical/Virtual Collocation arrangement within the same AT&T Kentucky Premises. Carrier may use either copper or optical facilities between the collocated equipment in the same AT&T Kentucky Premises, subject to the same reasonable safety requirements that AT&T Kentucky imposes on its own equipment.
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- 17.1.1 Carrier is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to Third Party collocated Telecommunications carriers.
- 17.1.2 Carrier must utilize an AT&T Kentucky AIS Tier 1 to place the Collo-to-Collo connection.
- 17.1.3 The Collo-to-Collo connection shall be provisioned using facilities owned by Carrier.
- 17.1.4 With its Application, Carrier shall provide a Letter of Authorization (LOA) from the Third Party collocated Telecommunications carrier to which Carrier will be cross-connecting.
- 17.1.5 The Collo-to-Collo connection shall utilize AT&T Kentucky common cable support structure and will be billed for the use of such structure according to rates in the Pricing Sheet.

18.0 Extraordinary Charges, Special Construction and Custom Work/ICB Charges:

18.1 Extraordinary Charges:

- 18.1.1 Carrier will be responsible for all extraordinary construction costs, incurred by AT&T Kentucky to prepare the Collocation Space for the installation of Carrier's equipment and for extraordinary costs to maintain the Collocation Space for Carrier's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, or monitoring of security measures, conversion of non-Collocation Space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g., volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g., construction that will benefit only the requesting Collocator).
- 18.1.2 AT&T Kentucky may charge a recurring and a non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 18.1.3 An estimate of such costs plus contribution will be provided to Carrier prior to AT&T Kentucky commencing such work.
- 18.1.4 AT&T Kentucky must advise Carrier if extraordinary costs will be incurred within twenty (20) Business Days of Carrier's complete and accurate Application.
- 18.1.5 Extraordinary costs will only be billed upon receipt of the signed acceptance of an AT&T Kentucky price quote. Construction will not begin until receipt of Carrier's signed acceptance.
- 18.1.6 Special Construction and/or Custom work may not be charged to Carrier for any work performed which will benefit or be used by AT&T Kentucky or other Collocators except on a pro-rated basis where reasonable.

19.0 DC Power Arrangement Provisioning and Power Reduction

- 19.1 In an AT&T Kentucky Premises AT&T Kentucky shall make available -48V DC power to serve Carrier's equipment. When obtaining DC power from an AT&T Kentucky Power Source (BDFB or Power Plant), Carrier's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Carrier's AT&T Kentucky AIS Tier 1, in accordance with the number of DC amps requested by Carrier on Carrier's initial Application or any subsequent Applications. Carrier is also responsible for contracting with an AT&T Kentucky AIS Tier 1 to run the power distribution feeder cable from the AT&T Kentucky Power Source to the equipment in Carrier's Collocation arrangement. The AT&T Kentucky AIS Tier 1 contracted by Carrier must provide AT&T Kentucky with a copy of the engineering power specifications prior to the day on which Carrier's equipment becomes operational (hereinafter "Commencement Date"). AT&T Kentucky will provide the common power feeder cable support structure between the AT&T Power Source and Carrier's Collocation arrangement. Carrier shall contract with an AT&T Kentucky AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable Carrier's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Carrier's Collocation arrangement, power cable feeds and
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terminations of the power cabling. Carrier and Carrier's AT&T Kentucky AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

- 19.2 AT&T Kentucky will permit Carrier to request DC power in ten (10) amp increments from ten (10) amps up to forty (40) amps. For fifty (50) amps or above, DC power will be provisioned in ten (10) amp increments up to one hundred (100) amps from the AT&T Kentucky Power source.
- 19.3 Collocator Interconnect Power Panel (CIPP) – (Options):
- 19.3.1 A Collocator Interconnect Power Panel (CIPP) with maximum 200 amp capacity must be provided by Carrier's AT&T Kentucky AIS Tier 1. At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current. However, Carrier may substitute for the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T Kentucky technical support. See the AT&T Kentucky CLEC Handbook for additional information.
- 19.4 AT&T Kentucky Premises Ground Cable Arrangement, Each:
- 19.4.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within Carrier's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. AT&T Kentucky provides an Integrated Ground Plane to serve Carrier's equipment in the same manner as AT&T Kentucky equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.
- 19.5 Power Reduction:
- 19.5.1 Carrier may request to decrease the amount of existing power available to a Collocation arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If Carrier desires to disconnect a power arrangement (A&B feed), Carrier will be responsible for hiring an AT&T Kentucky AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the AT&T Kentucky rack level that make up the power arrangement. If Carrier desires to reduce the amperage on a power cable feed, Carrier will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T Kentucky power source. In either case, Carrier must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Collocation arrangement when submitting their power reduction request. Carrier shall submit an Augment Application in order to process this request.
- 19.5.2 If Carrier desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in 19.2 above. Different minimum amp increments apply for power arrangements fed from either an AT&T Kentucky BDFB or an AT&T Kentucky power plant. When Carrier is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Sheet will apply. When Carrier has only one (1) power arrangement (A&B feed) serving their Collocation arrangement, a fuse reduction is the only power reduction option available to Carrier.
- 19.5.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T Kentucky BDFB (e.g. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) Carrier must hire an AT&T Kentucky AIS Tier 1 to coordinate fuse changes at the AT&T Kentucky BDFB. Applicable fees referenced in the Pricing Sheet will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T Kentucky Power Plant (e.g. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), Carrier must hire an AT&T Kentucky AIS Tier 1 power supplier to coordinate the fuse changes at the AT&T Kentucky power plant.
- 19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T Kentucky BDFB (Battery Distribution Fuse Bay) or power plant, the AT&T Kentucky AIS Tier 1 will
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perform the power cable removal work up to the rack level. Applicable fees referenced in the Pricing Sheet will apply. Within thirty (30) Days after submitting its power reduction request to disconnect and remove a power arrangement, Carrier must perform the following activity:

19.5.4.1 Remove terminations at both ends of the power cable feed and cut cables up to the AT&T Kentucky rack level. Carrier must use an AT&T Kentucky AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.

- 19.6 When Carrier has multiple power arrangements serving a Collocation arrangement (e.g., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), Carrier has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If Carrier chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in the Pricing Sheet will apply. If Carrier has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Collocation arrangement [e.g. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 5 amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Sheet will apply in addition to the individual charges referenced in the Pricing Sheet associated with the overall power reduction request.
- 19.7 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), Carrier must submit an Augment Application for this request along with the appropriate Application Fees and Project Management Fees referenced in the Pricing Sheet. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

20.0 Collocation in CEV'S, Huts and Cabinets

20.1 Remote Terminals:

20.1.1 When the requirements of this Agreement are met, Collocation will be allowed in Controlled Environmental Vaults (CEV's), Huts and Cabinets and other AT&T Kentucky owned or controlled Premises where Collocation is practical and Technically Feasible, (e.g., where heat dissipation is not severely limited and there is sufficient space for Carrier's equipment).

20.1.2 AT&T KENTUCKY will assign space in a RT in two-inch vertical mounting space increments within a CEV, Hut or cabinet for the placement of Carrier's equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation.

- 20.2 AT&T Kentucky: RT Collocation arrangements - AT&T Kentucky shall make available -48V DC power for Carrier's RT Collocation arrangement at an AT&T Kentucky power source within the RT. The charge for power shall be assessed as part of the MRCs per the Pricing Sheet. If the power requirements for Carrier's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.
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PRICING SHEETS
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Initial Application Fee	CLO	PE1BA			3,773.54		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Initial Application Fee [DISCONNECT]	CLO	PE1BA			1.01		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Subsequent Application Fee	CLO	PE1CA			3,145.35		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Subsequent Application Fee [DISCONNECT]	CLO	PE1CA			1.01		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application	CLO	PE1DT			584.20		application
12	KY	PHYSICAL COLLOCATION	Physical Collocation Administrative Only - Application Fee	CLO	PE1BL			742.12		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Application Cost, Simple Augment	CLO	PE1KS			594.98		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Application Cost, Simple Augment [DISCONNECT]	CLO	PE1KS			1.21		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Application Cost, Minor Augment	CLO	PE1KM			834.26		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Application Cost, Minor Augment [DISCONNECT]	CLO	PE1KM			1.21		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Application Cost, Intermediate Augment	CLO	PE1K1			1,059.00		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Application Cost, Intermediate Augment [DISCONNECT]	CLO	PE1K1			1.21		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Application Cost - Major Augment	CLO	PE1KJ			2,412.00		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Application Cost - Major Augment [DISCONNECT]	CLO	PE1KJ			1.21		
12	KY	PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Floor Space, per sq feet	CLO	PE1PJ		7.99			square foot
12	KY	PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space Enclosure, welded wire, first 50 square feet	CLO	PE1BX		166.83			
12	KY	PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space enclosure, welded wire, first 100 square feet	CLO	PE1BW		184.97			
12	KY	PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space enclosure, welded wire, each additional 50 square feet	CLO	PE1CW		18.14			
12	KY	PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space Preparation - C.O. Modification per square ft.	CLO	PE1SK		2.32			square foot
12	KY	PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot	CLO	PE1SL		3.26			square foot
12	KY	PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	CLO	PE1SM		110.57			cage
12	KY	PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space Preparation - Firm Order Processing	CLO	PE1SJ			1,206.07		
12	KY	PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space Availability Report, per Central Office Requested	CLO	PE1SR			2,158.67		Central Office Requested
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested	CLO	PE1PL		8.06			Fused Amp Requested
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	CLO	PE1FB		5.44			Breaker Amp
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	CLO	PE1FD		10.88			Breaker Amp
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	CLO	PE1FE		16.32			Breaker Amp

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	CLO	PE1FG		37.68			Breaker Amp
12	KY	PHYSICAL COLLOCATION	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	WDS1L, WDS1S	PE1P1		2.65	155.00	155.00	
12	KY	PHYSICAL COLLOCATION	Physical Collocation - DS3 Cross-Connect, provisioning	WDS3L, WDS3S	PE1P3		27.83	155.00	155.00	
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.	CLO	PE1ES		0.0012			er linear foot, per cable
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.	CLO	PE1DS		0.0018			er linear foot, per cable
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour	CLO	PE1BT			33.98	21.53	half hour
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour	CLO	PE1OT			44.26	27.81	half hour
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour	CLO	PE1PT			54.54	34.09	half hour
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Security Access System, Security System, per Central Office	CLO	PE1AX		76.10			Central Office
12	KY	PHYSICAL COLLOCATION	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State	CLO	PE1A1		0.058	55.79		per Card Activation (First), per State
12	KY	PHYSICAL COLLOCATION	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	CLO	PE1AA			15.64		per Request, per State, per Card
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	CLO	PE1AR			45.74		card
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Security Access - Initial Key, per Key	CLO	PE1AK			26.29		key
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	CLO	PE1AL			26.29		key
12	KY	PHYSICAL COLLOCATION	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request	CLO	PE1C9			77.55		per premises, per arrangement, per request
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Cable Records, per request	CLO	PE1CR			1,524.45	980.01	request
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Cable Records, per request [DISCONNECT]	CLO	PE1CR			267.02		request
12	KY	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	CLO	PE1CD			656.37		cable record
12	KY	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records) [DISCONNECT]	CLO	PE1CD			379.70		cable record
12	KY	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair	CLO	PE1CO			9.65		each 100 pair
12	KY	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair [DISCONNECT]	CLO	PE1CO			11.84		each 100 pair
12	KY	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, DS1, per T1 TIE	CLO	PE1C1			4.52		T1 TIE
12	KY	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, DS1, per T1 TIE [DISCONNECT]	CLO	PE1C1			5.54		T1 TIE
12	KY	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, DS3, per T3 TIE	CLO	PE1C3			15.81		T3 TIE
12	KY	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, DS3, per T3 TIE [DISCONNECT]	CLO	PE1C3			19.39		T3 TIE

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)	CLO	PE1CB			169.63		cable record
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records) [DISCONNECT]	CLO	PE1CB			154.85		cable record
12	KY	PHYSICAL COLLOCATION	Physical Collocation, Cable Records,CAT5/RJ45	CLO	PE1C5			4.52		
12	KY	PHYSICAL COLLOCATION	Physical Collocation, Cable Records,CAT5/RJ45 [DISCONNECT]	CLO	PE1C5			5.54		
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	CLO	PE1BV			33.00		Voice Grade Circuit
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	CLO	PE1BO			33.00		DS0 Circuit
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	CLO	PE1B1			52.00		DS1 Circuit
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	CLO	PE1B3			52.00		DS3 Circuit
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit	CLO	PE1BR			22.49		Voice Grade Circuit
12	KY	PHYSICAL COLLOCATION	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	CLO	PE1BP			22.49		DS0 Circuit
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit	CLO	PE1BS			32.71		DS1 Circuit
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit	CLO	PE1BE			32.71		DS3 Circuit
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable	CLO	PE1BD			1,729.11		Entrance Cable
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable [DISCONNECT]	CLO	PE1BD			45.16		Entrance Cable
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable	CLO	PE1PM		19.86			Entrance Cable
12	KY	PHYSICAL COLLOCATION	Physical Collocation - Fiber Entrance Cable Installation, per Fiber	CLO	PE1ED			7.75		Fiber
12	KY	VIRTUAL COLLOCATION	Virtual Collocation - Application Fee	AMTFS	EAF			2,419.86		
12	KY	VIRTUAL COLLOCATION	Virtual Collocation - Application Fee [DISCONNECT]	AMTFS	EAF			1.01		
12	KY	VIRTUAL COLLOCATION	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application	AMTFS	VE1CA			584.20		application
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Administrative Only - Application Fee	AMTFS	VE1AF			742.12		
12	KY	VIRTUAL COLLOCATION	Space Preparation - Virtual Collocation - Floor Space, per sq. ft.	AMTFS	ESPVX		7.99			square foot
12	KY	VIRTUAL COLLOCATION	Virtual Collocation - Power, per fused amp	AMTFS	ESPAX		8.06			fused amp
12	KY	VIRTUAL COLLOCATION	Virtual collocation - Special Access & UNE, cross-connect per DS1	WDS1L, WDS1S	CNC1X		7.50	155.00	14.00	DS1
12	KY	VIRTUAL COLLOCATION	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable	AMTFS	VE1CB		0.0012			per linear foot, per cable
12	KY	VIRTUAL COLLOCATION	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable	AMTFS	VE1CD		0.0018			per linear foot, per cable
12	KY	VIRTUAL COLLOCATION	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request	AMTFS	VE1QR			77.55		per Premises, per Arrangement, per request
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - per request	AMTFS	VE1BA			1,524.45	980.01	request
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - per request [DISCONNECT]	AMTFS	VE1BA			267.02		request

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record	AMTFS	VE1BB			656.37		cable record
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record [DISCONNECT]	AMTFS	VE1BB			379.70		cable record
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair	AMTFS	VE1BC			9.65		each 100 pair
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair [DISCONNECT]	AMTFS	VE1BC			11.84		each 100 pair
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records -DS1, per T1TIE	AMTFS	VE1BD			4.52		T1 TIE
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records -DS1, per T1TIE [DISCONNECT]	AMTFS	VE1BD			5.54		T1 TIE
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - DS3, per T3TIE	AMTFS	VE1BE			15.81		T3 TIE
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - DS3, per T3TIE [DISCONNECT]	AMTFS	VE1BE			19.39		T3 TIE
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records	AMTFS	VE1BF			169.63		99 fiber records
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records [DISCONNECT]	AMTFS	VE1BF			154.85		99 fiber records
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - CAT 5/RJ45	AMTFS	VE1B5			4.52		
12	KY	VIRTUAL COLLOCATION	Virtual Collocation Cable Records - CAT 5/RJ45 [DISCONNECT]	AMTFS	VE1B5			5.54		
12	KY	VIRTUAL COLLOCATION	Virtual collocation - Security escort, basic time, normally scheduled work hours	AMTFS	SPTBX			33.98	21.53	
12	KY	VIRTUAL COLLOCATION	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day	AMTFS	SPTOX			44.26	27.81	
12	KY	VIRTUAL COLLOCATION	Virtual collocation - Security escort, premium time, outside of a scheduled work day	AMTFS	SPTPX			54.54	34.09	
12	KY	VIRTUAL COLLOCATION	Virtual collocation - Maintenance in CO - Basic, per half hour	AMTFS	CTRLX			56.07	21.53	half hour
12	KY	VIRTUAL COLLOCATION	Virtual collocation - Maintenance in CO - Overtime, per half hour	AMTFS	SPTOM			73.23	27.81	half hour
12	KY	VIRTUAL COLLOCATION	Virtual collocation - Maintenance in CO - Premium per half hour	AMTFS	SPTPM			90.39	34.09	half hour
12	KY	VIRTUAL COLLOCATION	Virtual Collocation - Cable Installation Charge, per cable	AMTFS	ESPCX			1,729.11		cable
12	KY	VIRTUAL COLLOCATION	Virtual Collocation - Cable Installation Charge, per cable [DISCONNECT]	AMTFS	ESPCX			45.16		cable
12	KY	VIRTUAL COLLOCATION	Virtual Collocation - Cable Support Structure, per cable	AMTFS	ESPSX		17.38			cable
12	KY	COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Application Fee	CLORS	PE1RA			617.78		
12	KY	COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Application Fee [DISCONNECT]	CLORS	PE1RA			338.89		
12	KY	COLLOCATION IN THE REMOTE SITE	Cabinet Space in the Remote Site per Bay/ Rack	CLORS	PE1RB		219.67			Bay/ Rack
12	KY	COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Security Access - Key	CLORS	PE1RD			26.29		
12	KY	COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested	CLORS	PE1SR			232.64		Premises Requested
12	KY	COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested	CLORS	PE1RE			75.40		CLLI Code Requested
12	KY	COLLOCATION IN THE REMOTE SITE	Physical Collocation - Remote Site DLEC Data (BRSDD), per Compact Disk, per CO	CLORS	PE1RR			233.42		CO
12	KY	COLLOCATION IN THE REMOTE SITE	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour	CLORS	PE1BT			33.98	21.53	half hour

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12	KY	COLLOCATION IN THE REMOTE SITE	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour	CLORS	PE1OT			44.26	27.81	half hour
12	KY	COLLOCATION IN THE REMOTE SITE	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour	CLORS	PE1PT			54.54	34.09	half hour
12	KY	COLLOCATION IN THE REMOTE SITE	Remote Site-Adjacent Collocation-Application Fee	CLORS	PE1RU			755.62	755.62	
12	KY	COLLOCATION IN THE REMOTE SITE	Remote Site-Adjacent Collocation - Real Estate, per square foot	CLORS	PE1RT		0.134			square foot
12	KY	COLLOCATION IN THE REMOTE SITE	Remote Site-Adjacent Collocation - AC Power, per breaker amp	CLORS	PE1RS		6.27			breaker amp
12	KY	COLLOCATION IN THE REMOTE SITE	Virtual Collocation in the Remote Site - Application Fee	VE1RS	VE1RB			617.78		
12	KY	COLLOCATION IN THE REMOTE SITE	Virtual Collocation in the Remote Site - Application Fee [DISCONNECT]	VE1RS	VE1RB			338.89		
12	KY	COLLOCATION IN THE REMOTE SITE	Virtual Collocation in the Remote Site - Per Bay/Rack of Space	VE1RS	VE1RC		219.67			Bay/Rack of Space
12	KY	COLLOCATION IN THE REMOTE SITE	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested	VE1RS	VE1RR			232.64		Premises requested
12	KY	COLLOCATION IN THE REMOTE SITE	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested	VE1RS	VE1RL			75.40		CLLI Code Requested
12	KY	ADJACENT COLLOCATION	Adjacent Collocation - Space Charge per Sq. Ft.	CLOAC	PE1JA		0.0173			square foot
12	KY	ADJACENT COLLOCATION	Adjacent Collocation - Electrical Facility Charge per Linear Ft.	CLOAC	PE1JC		5.35			linear foot
12	KY	ADJACENT COLLOCATION	Adjacent Collocation - Application Fee	CLOAC	PE1JB			3,165.50		
12	KY	ADJACENT COLLOCATION	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	CLOAC	PE1JL		5.44			AC Breaker Amp
12	KY	ADJACENT COLLOCATION	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	CLOAC	PE1JM		10.88			AC Breaker Amp
12	KY	ADJACENT COLLOCATION	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	CLOAC	PE1JN		16.32			AC Breaker Amp
12	KY	ADJACENT COLLOCATION	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	CLOAC	PE1JO		37.68			AC Breaker Amp