

**Attachment 4**

**Collocation**

**DISAGREE:**

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**OPEN/AT&T:**

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## COLLOCATION

### 1. SCOPE OF ATTACHMENT

- 1.1 Scope of Attachment. BellSouth shall offer to AT&T collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules and regulations of the FCC. If BellSouth provides any collocation to its own customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same collocation to AT&T at rates, terms and conditions no less favorable to AT&T than those provided by BellSouth to itself or to any other party. The rates, terms, and conditions contained within this Attachment shall only apply when AT&T is occupying the collocation space as a sole occupant or as a Host, as defined below, pursuant to Section 3 of this Attachment 4.
- 1.2 Right to occupy. Subject to Section 4 of this Attachment 4, BellSouth hereby grants to AT&T a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by AT&T and agreed to by BellSouth (hereinafter "Collocation Space"). "Premises" refers to BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth central offices, the Parties will negotiate said rates, terms and conditions at the request for collocation at other than a central office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by AT&T may contemplate a request for space sufficient to accommodate AT&T's growth within a two year period unless otherwise agreed to by the Parties.
- 1.2.1 Space Reclamation. In the event of space exhaust within a Premise, BellSouth may provide notice, which must be in writing, to AT&T requesting that AT&T release non-utilized Collocation Space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in AT&T's collocation arrangement is not being utilized by the end of the second year from the date AT&T accepted the Collocation Space. AT&T, within twenty (20) days of receipt of a written notification from BellSouth, shall either: (i) return the non-

utilized Collocation Space to BellSouth, in which case AT&T shall be relieved of all obligation for charges for that portion of the Collocation Space so released; (ii) provide BellSouth evidence that equipment is on order which will be installed in the non-utilized Collocation Space; or (iii) enter into a sharing relationship with another telecommunications carrier who will utilize the non-utilized Collocation Space.

- 1.3 Use of Space. AT&T shall use the Collocation Space for the purposes of installing, provisioning, maintaining and operating AT&T's equipment (to include testing and monitoring equipment) used or useful primarily to gain access to Network Elements and Combinations and secondarily to interconnect with BellSouth services and facilities, for the provision of telecommunications services. Pursuant to Section 5 of this Attachment 4, AT&T may at its option, place AT&T-owned or AT&T-leased entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, AT&T may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by AT&T pursuant to Section 5.6 of this Attachment 4. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.4 BellSouth will offer virtual or adjacent, where technically feasible, collocation of the equipment where BellSouth is prepared to demonstrate that physical collocation is not practical for technical reasons or because of space limitations as provided in § 251(c)(6) of the Act and FCC orders.
- 1.5 Rates and charges. AT&T agrees to pay the rates and charges identified at Exhibit A attached hereto.
- 1.6 **[Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.] [OPEN-AT&T]**
- 1.7 **DISAGREE**
- AT&T PROPOSAL:** In buildings in which BellSouth and AT&T have a joint tenancy, referred to herein as Condominium Arrangements, AT&T shall locate, in AT&T's wire center, equipment that enables AT&T to access BellSouth provided Network Elements at the DS0, DS1, DS3, OC3, OC12, OC48, STS-

1, STS-3c, and other rates that are established pursuant to the applicable industry standard technical references. AT&T's equipment located in the condo space shall be treated as collocated equipment in all respects including the right for AT&T to interconnect directly to other collocated CLECs in BellSouth's physical space. AT&T shall be responsible for the connection between AT&T wire center and BellSouth's facilities. Should AT&T elect to place a physical collocation arrangement in BellSouth's wire center, AT&T shall be allowed to cable directly between the AT&T wire center in the condo building to the AT&T collocation space in BellSouth's wire center without having to go off-premise.

~~BST PROPOSAL: In buildings in which BellSouth and AT&T have a joint tenancy, referred to herein as Condominium Arrangements, AT&T shall locate, in AT&T's wire center, equipment that enables AT&T to access BellSouth provided Network Elements at the DS0, DS1, DS3, OC3, OC12, OC48, STS-1, STS-3c, and other rates that are established pursuant to the applicable industry standard technical references. AT&T's equipment located in the condo space shall be treated as collocated equipment in all respects including the right for AT&T to interconnect directly to other collocated CLECs in BellSouth's physical space. AT&T shall be responsible for the connection between AT&T wire center and BellSouth's facilities. Should AT&T elect to place a physical collocation arrangement in BellSouth's wire center, AT&T shall be allowed to cable directly between the AT&T wire center in the condo building to the AT&T collocation space in BellSouth's wire center without having to go off-premise.~~

## 2. SPACE NOTIFICATION

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6 of this Attachment 4, BellSouth will permit AT&T to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. If BellSouth responds that requested space is not available within the requested BellSouth Premises, BellSouth will inform AT&T of the amount of space that is

available. If no space is available, BellSouth will inform AT&T that virtual or adjacent collocation is an option at the requested Premises.

- 2.2 Reporting. Upon request from AT&T, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from AT&T must be written and must include the Premises and Common Language Location Identification (“CLLI”) code of the Premises where applicable. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (“NECA”) Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will respond in ten (10) calendar days to a request for up to and including five (5) Premises within the same state. The response time for a request of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar-day response time, BellSouth shall notify AT&T and inform AT&T of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying AT&T that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow AT&T, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the central office must be received by BellSouth within five (5) calendar days of the Denial of Application. Notwithstanding the foregoing, the Parties may agree to conduct the tour outside of the 10-day period.
- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6) and the appropriate state and federal rules and regulations.
- 2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a letter of intent to collocate. BellSouth will

notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of the telecommunications carrier on said waiting list. Upon request BellSouth will advise AT&T as to its position on the list.

- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a central office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5 of this Attachment 4.

### 3. **COLLOCATION OPTIONS**

- 3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow AT&T to collocate AT&T's equipment and facilities without requiring the construction of a cage or similar structure to enclose said equipment and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow AT&T to have direct access to its equipment and facilities but may require AT&T to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7.5 of this Attachment 4. BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, AT&T must provide the equipment layout, including spatial dimensions for such equipment pursuant to Section 5.1.1 of this Attachment 4 and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 of this Attachment 4.

- 3.1.1 Shared Cageless Collocation. AT&T may allow other telecommunications carriers to share AT&T's cageless collocation arrangements pursuant to the terms and conditions of Section 3.1.1 and Section 3.3 of this Attachment. Notwithstanding the forgoing, sharing of cageless space within the cageless arrangement shall not be authorized (1) where local building codes do not allow shared cageless collocation; or (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by that lease from offering shared cageless collocation or (3) where the only remaining

space of AT&T's cageless collocation arrangement requires AT&T's equipment to be commingled with BellSouth equipment. For purposes of this section, commingled means that the location of the AT&T cageless arrangement in the BellSouth equipment lineup is such that BellSouth is not able to enclose BellSouth's equipment. AT&T shall coordinate with its Guest, as defined below, and BellSouth to limit the number of parties working within the shared cageless collocation arrangement at the same time. BellSouth agrees to waive this provision in the event a specific project requires the presence of multiple parties all at the same time.

3.2 Cages and Adjacent Arrangement Enclosures. At AT&T's option and upon request, BellSouth shall construct cages in compliance with AT&T's collocation request. At AT&T's request, BellSouth shall permit AT&T to subcontract the construction of physical collocation arrangements with BellSouth Certified Vendors, provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.2.1 When AT&T subcontracts the construction, AT&T must arrange with a BellSouth Certified Vendor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at AT&T's expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, AT&T and AT&T's BellSouth Certified Vendor must comply with local building code requirements. AT&T's BellSouth Certified Vendor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with AT&T and provide, at AT&T's expense, the documentation, including architectural drawings, necessary for AT&T to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to AT&T the costs of providing the documentation. The Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.

3.2.2 BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's specifications and to require AT&T to remove or correct at AT&T's cost any structure that does not meet these standards.

3.2.3 AT&T must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any



circumstances. Except in case of emergency, BellSouth will not access AT&T's locked enclosure prior to notifying AT&T. BellSouth shall notify AT&T in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse AT&T the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for AT&T to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. AT&T shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that AT&T shall immediately provide BellSouth with such new keys.

- 3.3 Shared Caged Collocation. AT&T may allow other telecommunications carriers to share AT&T's caged collocation arrangement pursuant to terms and conditions agreed to by AT&T ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and AT&T shall provide written notice to BellSouth that it has entered into a shared arrangement prior to submitting an application for said Guest. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment 4.
- 3.3.1 AT&T shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest Application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to Network Elements.
- 3.3.2 AT&T shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of AT&T's Guests in the Collocation Space.

- 3.4 Adjacent Collocation. BellSouth will make available, where space is legitimately exhausted in a particular BellSouth Premises, collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible. BellSouth will permit AT&T to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. BellSouth will provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. BellSouth will permit AT&T to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either BellSouth or by AT&T itself. The Adjacent Arrangement shall be constructed or procured by AT&T and in conformance with BellSouth's reasonable safety and maintenance requirements. BellSouth will provide specifications upon request. Further, AT&T shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be as set forth in Exhibit A.
- 3.4.1 Should AT&T elect such option, AT&T must arrange with a BellSouth Certified Vendor to construct an Adjacent Arrangement structure. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, AT&T and AT&T's contractor must comply with local building code requirements. AT&T's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BellSouth shall cooperate with AT&T and provide, at AT&T's expense, the documentation necessary for AT&T to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to AT&T the costs of providing the documentation. AT&T's BellSouth Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.
- 3.4.2 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 of this Attachment 4, to ensure the design and construction comply with BellSouth's specifications. BellSouth may require AT&T, at AT&T's sole cost, to correct any deviations from BellSouth's specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

- 3.4.3 AT&T shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking and conduit) to the BellSouth point of interconnection. At AT&T's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.
- 3.4.4 Where AT&T has elected to construct the adjacent enclosure itself, BellSouth shall deliver to AT&T the requested ground space thirty (30) days after BellSouth receives AT&T's Bona Fide Firm Order.
- 3.4.5 BellSouth shall allow other telecommunications carriers to share AT&T's Adjacent Arrangements pursuant to the terms and conditions set forth in Section 3.3 above.

#### **4. OCCUPANCY**

- 4.1 Commencement Date. The "Commencement Date" shall be the day AT&T's equipment becomes operational as described in Section 4.2 of this Attachment 4.
- 4.2 Occupancy. BellSouth will notify AT&T in writing that the Collocation Space is ready for occupancy. AT&T must place operational telecommunications equipment in the Collocation Space and begin either receiving access to Network Elements or interconnecting with BellSouth's network within one hundred eighty (180) days after receipt of such notice. AT&T must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If AT&T fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then BellSouth may, upon thirty (30) days written notice, request AT&T to return the space. AT&T is not required to return the space if, within that thirty (30) day period: (1) AT&T utilizes the space by placing equipment in the space; (2) AT&T provides BellSouth a legitimate business plan within fifteen (15) calendar days showing its intent to utilize the space within forty-five (45) days of submitting the business plan; or (3) AT&T enters into a sharing relationship for its space pursuant to Section 3.4 of this Attachment 4. In the event that AT&T does not satisfy any of the foregoing conditions, its right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to AT&T

with respect to said Collocation Space. However, for good cause shown, AT&T may request and BellSouth will grant an extension of up to 30/60 days. Termination of AT&T's rights to the Collocation Space pursuant to this section shall not operate to release AT&T from its obligation to reimburse BellSouth for all unpaid costs reasonably incurred by BellSouth pursuant to Section 4.2.2 of this Attachment 4 in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this Section 4.2, AT&T's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2.1 If, after the initial installation of AT&T's equipment, the initial connections provided by BellSouth on BellSouth's side of the demarcation point do not allow AT&T's equipment to function in a manner that allows AT&T to provide telecommunications services to its end users, BellSouth will credit AT&T the floor space charges for the period of time that the AT&T equipment is not operational due to the faulty connections. Such credit will also include a pro rata credit for cross-connections and any Network Elements ordered and installed and will not apply if the malfunction results from BellSouth provisioning such connections in accordance with AT&T specifications.
- 4.2.2 Termination. Except where otherwise agreed to by the Parties, AT&T may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, AT&T at its expense shall remove its equipment and other property from the Collocation Space. AT&T shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of any other occupant of AT&T's Collocation Space; provided, however, that AT&T shall continue payment of monthly fees to BellSouth until such date as AT&T has fully vacated the Collocation Space. Upon expiration of this Attachment, AT&T shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the AT&T except for ordinary wear and tear. Unless otherwise agreed upon by the Parties, AT&T shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

**5. USE OF COLLOCATION SPACE**

- 5.1 Equipment Type. BellSouth shall permit the collocation of any type of equipment used or useful for interconnection or for access to Network Elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to Network Elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, equipment being collocated to terminate basic transmission facilities pursuant to § 64.1401 and § 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, remote switching modules, and digital/optical cross-connect panels, and digital loop carrier. Nothing in this section requires BellSouth to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of AT&T to use all the features, functions, and capabilities of equipment collocated including, but not limited to, switching and routing features and functions and enhanced services functionalities.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Specifications (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the Collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards.
- 5.1.2 AT&T shall not use the Collocation Space for marketing purposes nor shall it place any advertising signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.3 AT&T shall place a plaque or other identification affixed to AT&T's equipment, cage or adjacent structure necessary to identify AT&T's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 BellSouth shall not impose any performance standards, except for safety, on AT&T equipment. These safety standards will not exceed

the standards that BellSouth imposes on its own equipment, its subsidiaries' equipment, or to the equipment of any third person.

- 5.2 For both Physical Collocation and Virtual Collocation, AT&T may either purchase unbundled transmission facilities (and any necessary cross-connection) from BellSouth or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation Space at BellSouth's Premises.
- 5.3 Entrance Facilities. AT&T may elect to place AT&T-owned or AT&T-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. AT&T will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. If AT&T desires to place cable other than fiber, BellSouth shall permit interconnection using copper or coaxial cable if such interconnection is first approved by the Commission. AT&T will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the AT&T's equipment in the Collocation Space. AT&T must arrange for BellSouth to splice the entrance facility to AT&T-provided riser cable. In the event AT&T utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Pursuant to the AT&T/BellSouth Right-of-Way Attachment 8, incorporated herein by this reference, AT&T must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. AT&T is responsible for maintenance of the entrance cable.
- 5.3.1 Dual Entrance. BellSouth will provide at least two (2) such Interconnection points at each BellSouth Premises at which there are at least two (2) entry points for BellSouth's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points. In response to a request for physical collocation under this Attachment, BellSouth shall provide AT&T with information regarding BellSouth's capacity to accommodate dual entrance facilities. Consistent with Attachment 8, incorporated herein by this reference, if conduit in the serving manhole(s) is available and is not reserved for another purpose, BellSouth will make the requested conduit space available for installing a second entrance facility to AT&T's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth so long as the location selected is as close as reasonably possible. Where dual entrance is

not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.3.2 Shared Use. AT&T may utilize spare capacity on an existing telecommunications service providers entrance facility for the purpose of providing an entrance facility to another AT&T collocation arrangement within the same Premises. AT&T must arrange for BellSouth to splice the entrance facility to AT&T-provided riser cable.
- 5.4 Splicing in the Entrance Manhole. Although not generally permitted, should AT&T request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to AT&T by BellSouth, AT&T shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.
- 5.5 Demarcation Point. For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between AT&T's equipment and/or network and BellSouth's network located as close as reasonably possible to AT&T's Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require AT&T to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network, if technically feasible. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. AT&T shall be responsible for providing, and AT&T's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4 of this Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. AT&T or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At AT&T's option, expense, and if

space permits, a Point of Termination (“POT”) bay or frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point.

5.6 AT&T’s Equipment and Facilities. AT&T, or if required by this Attachment, AT&T’s BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by AT&T. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation Space, AT&T shall obtain BellSouth’s approval of AT&T’s proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. BellSouth may request additional information before granting approval.

5.7 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, Network Elements, and facilities, AT&T may directly connect to other telecommunications service providers within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by AT&T or through BellSouth facilities designated by AT&T, at AT&T’s option. Such connections to other carriers may be made using either copper, optical, coaxial or electrical facilities. AT&T may deploy such connections directly between its own facilities and the facilities of other carrier(s) without being routed through BellSouth equipment. AT&T may provide connection between the equipment in the Collocation Spaces via a cross-connection or other connecting transmission facility that meets the same reasonable safety requirements that BellSouth imposes on its own equipment. AT&T may make this connection to another collocating telecommunications carrier even if the equipment being connected is in the same room as BellSouth’s equipment.

5.7.1 **DISAGREE**

**AT&T PROPOSAL:**

If AT&T requests a co-carrier cross-connect after the initial installation, AT&T must submit an application with a Subsequent Application Fee. AT&T must use a BellSouth Certified Vendor to place the co-carrier cross connect, except in cases where the AT&T equipment and the equipment of the other carrier are located within contiguous Collocation Spaces. In cases where AT&T’s equipment and the



equipment of the other telecommunications carrier are located in contiguous Collocation Spaces, AT&T will have the option to deploy the co-carrier cross connects between the sets of equipment. ~~Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used.~~ **When cable support structures do not exist and must be constructed, a non-recurring charge for the individual case will be assessed.**

#### **BST PROPOSAL:**

If AT&T requests a co-carrier cross-connect after the initial installation, AT&T must submit an application with a Subsequent Application Fee. AT&T must use a BellSouth Certified Vendor to place the co-carrier cross connect, except in cases where the AT&T equipment and the equipment of the other carrier are located within contiguous Collocation Spaces. In cases where AT&T's equipment and the equipment of the other telecommunications carrier are located in contiguous Collocation Spaces, AT&T will have the option to deploy the co-carrier cross connects between the sets of equipment. **Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed, a non-recurring charge for the individual case will be assessed.**

- 5.8 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to AT&T when access to the Collocation Space is required and provide a list of names of individuals authorized to enter said space. AT&T may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that AT&T will not bear any of the expense associated with this work.
- 5.9 Access. Pursuant to Section 11 of this Attachment 4, AT&T shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. AT&T agrees to provide the name and either Driver's License, social security number, or date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. AT&T agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of AT&T employees, contractors, other occupants of AT&T's Collocation Space, or agents after termination of

the employment relationship, contractual obligation with AT&T or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement. Within sixty (60) days of the Effective Date of this Agreement, BellSouth and AT&T shall establish an agreed upon procedure for the return and confirmation of the return of Access Keys. Within ten (10) business days after receipt of AT&T's Bona Fide Order, BellSouth and AT&T will visit, without charge, AT&T's designated collocation arrangement location.

- 5.9.1 Security Escort. A security escort will be required whenever AT&T or its agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed after Bona Fide Firm Order without charge to AT&T prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.
- 5.9.2 Lost or Stolen Access Keys. AT&T shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. AT&T will reimburse BellSouth the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), AT&T shall pay for all reasonable costs associated with the re-keying. AT&T must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date AT&T desires access to the Collocation Space.
- 5.9.3 AT&T authorized personnel will have immediate access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc., within the collocated facility), as well as access to parking.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space by AT&T shall not interfere with or impair service provided by BellSouth or by any other telecommunications carriers located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other telecommunications carrier located in the Premises, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any

equipment or facilities of AT&T violates the provisions of this paragraph, BellSouth shall give written notice to AT&T, which notice shall direct AT&T to cure the violation within forty-eight (48) hours of AT&T's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If AT&T fails to take any action within 48 hours of receipt of the written notice or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other telecommunications carrier located in the Premises, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to AT&T's equipment. BellSouth will endeavor, but is not required, to provide notice to AT&T prior to taking such action and shall have no liability to AT&T for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.10.1 AT&T will be responsible for notifying BellSouth of any significant outages of AT&T's equipment which could impact any of the services offered by BellSouth, and provide estimated clearing time for restoration.
- 5.11 Personalty and its Removal. Subject to requirements of this Attachment, AT&T may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by AT&T in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by AT&T at any time. Any damage caused to the Collocation Space by AT&T's employees, agents or representatives during the removal of such property shall be promptly repaired by AT&T at its expense.
- 5.12 Alterations. In no case shall AT&T or any person acting on behalf of AT&T make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall

not be unreasonably withheld. The cost of any such specialized alterations shall be paid by AT&T.

- 5.13 Janitorial Service. AT&T will not be responsible for costs associated with maintenance and upkeep of the building. AT&T shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified Vendor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

## 6. ORDERING AND PREPARATION OF COLLOCATION SPACE

- 6.1 Application for Space. AT&T shall submit an application document when AT&T or AT&T's Guest(s), as defined in Section 3.3 of this Attachment 4, desires to request or modify the use of the Collocation Space. BellSouth shall provide AT&T with a single point of contact for all inquiries regarding collocation.

- 6.1.1 Initial Application. For AT&T or AT&T's Guest(s) initial equipment placement, AT&T shall submit to BellSouth a complete and accurate (complete and accurate means all required fields are filled in with the appropriate type of information) Application and Inquiry document ("Bona Fide Application"), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in AT&T's Collocation Space(s) and an estimate of the amount of square footage required.

- 6.1.2 Subsequent Application Fee. In the event AT&T or AT&T's Guest(s) desire to modify the use of the Collocation Space, AT&T shall complete a Bona Fide Application detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by AT&T in the Bona Fide Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by AT&T for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the Subsequent

Application Fee shall be refunded to AT&T. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A to Attachment 4. In the event that the modification requires a capital expenditure by BellSouth, the Application Fee set forth in Exhibit A to Attachment 4 shall be assessed. In such event, the Subsequent Application Fee shall be considered a partial payment of the Application Fee, and the outstanding balance (Application Fee minus Subsequent Application Fee) shall be due from AT&T within thirty (30) calendar days following AT&T's receipt of a bill or invoice from BellSouth.

- 6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1 of this Attachment 4, BellSouth will include in its response whether the application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. **[When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.] [OPEN-AT&T]**
- 6.3 Bona Fide Firm Order. AT&T shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires AT&T to complete the Bona Fide Application process described in Section 6.1 of this Attachment 4, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth (“Bona Fide Firm Order”) and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to AT&T's Bona Fide Application. If a

modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of AT&T or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate AT&T's Bona Fide Application as a result of changes requested by AT&T to CLEC's original Application, then BellSouth will charge AT&T a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require AT&T to resubmit the Application with an Application Fee.

- 6.3.1 The firm order date will be the date BellSouth receives a Bona Fide Firm Order. BellSouth will acknowledge the receipt of AT&T's Bona Fide Firm Order within **[seven (7)]** calendar days of receipt indicating that the Bona Fide Firm Order has been received. **[OPEN-AT&T]** A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.
- 6.3.2 Within ten (10) business days after receipt of AT&T's Bona Fide Order, BellSouth and AT&T will visit, without charge, AT&T's designated collocation arrangement location.
- 6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.
- 6.4 Construction and Provisioning Interval. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard

or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

- 6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and AT&T will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to AT&T during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.
- 6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.
- 6.4.3 Acceptance Walk Through. AT&T and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by AT&T. The acceptance walk through shall occur within 15 calendar days of BellSouth's notification to AT&T that the collocation space is ready for occupancy. BellSouth will correct any deviations to AT&T's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame. The correction of these deviations from AT&T's original request for collocation shall be at BellSouth's expense. At the end of the acceptance walk through or after any deviations are corrected, AT&T will execute a written document accepting the Collocation Space.
- 6.5 Use of Certified Vendor. A "BellSouth Certified Vendor" is a vendor that has been certified by BellSouth to perform certain activities pursuant to BellSouth's certified vendor program. AT&T shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, AT&T must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide AT&T with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing AT&T's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after

installation is complete, and notifying BellSouth's equipment engineers and AT&T upon successful completion of installation. The Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall certify AT&T or any vendor proposed by AT&T when either satisfactorily completes BellSouth's certified vendor program.

- 6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's and AT&T's equipment and facilities. Should AT&T elect to place alarms within its Collocation Space, AT&T shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service AT&T's Collocation Space. Upon request, BellSouth will provide AT&T with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by AT&T. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit B attached hereto.
- 6.7 Power. BellSouth shall supply -48 Volt (-48V) DC power, including back-up power, for AT&T's Collocation Space within the Premises and shall make available AC power at AT&T's option for Adjacent Arrangement collocation. The power provided to AT&T by BellSouth shall be at least equal in quality and service level as that which is provided by BellSouth to itself or to any third party. When obtaining AC power from a BellSouth Service Panel, fuses and power cables must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. AT&T's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. Electrical engineering standards require that the fuse positions for power feeders must exceed the actual drain (or expected consumption) by 50%. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. AT&T's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. BellSouth may be required to construct additional DC power plant or upgrade the existing DC power plant in a Premises as a result of AT&T's request to collocate in that Premises ("Power Plant Construction"). The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall



comply with all Telcordia and ANSI Standards regarding power cabling, including Telcordia Network Equipment Building System (NEBS) Standard GR-63-CORE. If BellSouth has not previously provided for power plant capacity for collocation at a specific site, then AT&T has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Vendor and such contractor shall comply with BellSouth's guidelines and specifications. Where AT&T performs its own dedicated Power Plant Construction, upon termination of this Attachment AT&T shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. The termination and grounding locations shall be as mutually agreed upon by the Parties.

- 6.8 Basic Telephone Service. Upon request of AT&T, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.9 **Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. AT&T shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date AT&T first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event AT&T opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to AT&T as prescribed in Section 7.5.] [OPEN-AT&T]**
- 6.10 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth Network Elements, AT&T may purchase Cross-Connects as set forth in Exhibit A, and AT&T may designate within its Virtual Collocation arrangements the placement of telecommunications equipment set forth in Section 5.1 of this Attachment 4. In the event physical collocation space was previously denied at a location due to

technical reasons or space limitations, and that physical collocation space has subsequently become available, AT&T may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by AT&T, such information will be provided to AT&T in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to AT&T within 180 days of BellSouth's written denial of AT&T's request for physical collocation, and (ii) AT&T was not informed in the written denial that physical collocation space would become available within such 180 days, then AT&T may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. AT&T must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10.1 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

6.11 Cancellation. If, at anytime, AT&T cancels its order for the Collocation Space(s), BellSouth shall return that portion of the charges paid by AT&T which exceed any expenses incurred up to the date that written notice of the cancellation is received. If BellSouth can demonstrate that BellSouth's expenses exceeded the estimated charges paid by AT&T, AT&T will pay BellSouth the additional charges. In no event will the level of reimbursement under this paragraph exceed the maximum

amount AT&T would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

- 6.12 Licenses. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

## 7. RATES AND CHARGES

- 7.1 BellSouth may begin billing AT&T for recurring charges for the Collocation Space on the date that AT&T executes the written document accepting the Collocation Space pursuant to Section 6.4.3 of this Attachment 4.
- 7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee.
- 7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power AT&T's equipment. When the Collocation Space is enclosed, AT&T shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, AT&T shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event AT&T's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, AT&T shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for

occupancy or on the date AT&T first occupies the Collocation Space, whichever is sooner.

7.5 Charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to AT&T's equipment or space enclosure. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of AT&T's request to collocate in that central office ("Power Plant Construction"), AT&T shall pay its pro-rata share of costs associated with the Power Plant Construction. BellSouth will notify AT&T of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be prorated and shared among all telecommunications carriers that benefit from that construction. The proration shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain requirements indicated by AT&T in its physical collocation application. AT&T shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. AT&T shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction.

7.5.1 Charges for AC power will be assessed per breaker ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A of this Attachment 4, incorporated herein by this reference. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). AT&T will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

## 8. **INSURANCE**

- 8.1 Insurance coverage shall be maintained pursuant to Section 21 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

**9. MECHANICS LIENS**

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

**10. INSPECTIONS**

- 10.1 BellSouth shall conduct an inspection of AT&T's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between AT&T's equipment and equipment of BellSouth. BellSouth may conduct an inspection if AT&T adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide AT&T with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth. If, as a result of the inspection by BellSouth, AT&T is found to be in non-compliance with the terms and conditions of this section, AT&T must modify its installation to achieve compliance.

**11. SECURITY AND SAFETY REQUIREMENTS**

**11.1 DISAGREE**

**AT&T PROPOSAL:** Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Attachment 4, or authorized agents of AT&T will be permitted in the BellSouth Premises. AT&T shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and AT&T's name. BellSouth reserves the right to remove from its Premises any employee or agent of AT&T not possessing identification issued by AT&T. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. AT&T shall be solely responsible for ensuring that any Guest of AT&T is in compliance with all subsections of this Section 11.

**BELLSOUTH PROPOSAL:** The security and safety requirements set forth in this section are as stringent as the security requirements that BellSouth will maintain at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Attachment 4, or authorized agents of AT&T will be permitted in the BellSouth Premises. AT&T shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and AT&T's name. BellSouth reserves the right to remove from its Premises any employee or agent of AT&T not possessing identification issued by AT&T. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. AT&T shall be solely responsible for ensuring that any Guest of AT&T is in compliance with all subsections of this Section 11.

11.2

**DISAGREE**

**AT&T PROPOSAL:**

**BellSouth may, at its option, adopt the following security measures in protecting its equipment and ensuring network reliability:**

**Installing security cameras or other monitoring systems; or**

**Requiring AT&T personnel to use badges with computerized tracking systems; or**

**Requiring AT&T employees to undergo the same level of security training, or its equivalent, that BellSouth's own employees, or third party contractors providing similar functions, must undergo; provided, however, that BellSouth may not require AT&T employees to receive such training from BellSouth itself, but must provide information to AT&T on the specific type of training required so AT&T employees can conduct their own training.**

**BST PROPOSAL:**

**AT&T will be required, at its own expense, to conduct a statewide investigation of criminal history records for each AT&T employee or agent being considered for work on the BellSouth Premises, for the states/counties where the AT&T employee or agent has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.**

11.3 AT&T will administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth or meeting criteria defined by BellSouth.

11.4 **DISAGREE**

**~~AT&T PROPOSAL: AT&T shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. AT&T shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any AT&T personnel who have been identified to have misdemeanor convictions. Notwithstanding the foregoing, in the even that AT&T chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, AT&T may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any~~**

~~personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).~~

**BST PROPOSAL:** AT&T shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. AT&T shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any AT&T personnel who have been identified to have misdemeanor convictions. Notwithstanding the foregoing, in the event that AT&T chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, AT&T may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.5

**DISAGREE**

~~AT&T PROPOSAL: For each AT&T employee or agent requiring access to a BellSouth Premises pursuant to this agreement, AT&T shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee or agent. If the employee's or agent's criminal history includes misdemeanor convictions, AT&T will disclose the nature of the convictions to BellSouth at that time. In the alternative, AT&T may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.~~

**BELLSOUTH PROPOSAL:** For each AT&T employee or agent requiring access to a BellSouth Premises pursuant to this agreement, AT&T shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee or agent. If the employee's or agent's criminal history includes misdemeanor convictions, AT&T will disclose the nature of the convictions to



**BellSouth at that time. In the alternative, AT&T may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.**

- 11.6 At BellSouth's request, AT&T shall promptly remove from the BellSouth Premises any employee or agent of AT&T's BellSouth does not wish to grant access to its Premises pursuant to any investigation conducted by BellSouth.
- 11.7 Notification to BellSouth. BST reserves the right to interview AT&T's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to AT&T's Security contact of such interview and arranges for AT&T's Security personnel to participate. AT&T and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving AT&T's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill AT&T for all reasonable costs associated with investigations involving its employees, agents or contractors if it is established and mutually agreed in good faith that AT&T's employees, agents or contractors are responsible for the alleged act. BellSouth shall bill AT&T for BellSouth property which is stolen or damaged where an investigation determines the culpability of AT&T's employees, agents or contractors and where AT&T agrees, in good faith, with the results of such investigation. AT&T shall notify BellSouth in writing immediately in the event that AT&T discovers one of its employees or agents already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee or agent found to have violated the security and safety requirements of this section. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 11.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards), will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

- 11.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees or agents.
- 11.11 BellSouth shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.
- 11.12 BellSouth shall exercise the same level of care it provides to itself to prevent harm or damage to AT&T, its employees, agents or end users, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of AT&T property located within BellSouth Premises including, but not limited to:
- 11.12.1 Agreeing not to use card access readers and devices that use cards that are encoded identically or mechanized coded locks on external doors or on internal doors to spaces that house AT&T equipment.
- 11.12.2 Insure that the area that houses AT&T's equipment is adequately secured and monitored to prevent unauthorized entry.
- 11.12.3 Assuring that the physical security and the means of ingress and admission to spaces that house AT&T equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth admissions practices.
- 11.12.4 Installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces that contain or house AT&T equipment or equipment enclosures.
- 11.12.5 Controlling access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces that contain or house AT&T equipment or equipment enclosures.

- 11.12.6 BellSouth will provide notification to designated personnel of an actual or attempted security breach of AT&T's Collocation Space, upon BellSouth discovery of such breach.

**12. NOTIFICATION OF SERVICE AFFECTING ACTIVITY WITHIN THE BELLSOUTH PREMISES**

- 12.1 BellSouth shall provide AT&T with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that may directly affect the Collocation Space occupied by AT&T or that is directly related to AT&T circuits that support AT&T equipment. BellSouth will inform AT&T by telephone of any emergency-related activity that BellSouth or its subcontractors may be performing that may directly affect the Collocation Space occupied by AT&T or that is directly related to AT&T circuits that support AT&T equipment. Notification of any emergency-related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. To the extent that the Emergency Notification Process requires BellSouth to incur additional costs, AT&T shall reimburse BellSouth for such costs. The ACAC (Access Carrier Advocacy Center) shall be the single point of contact on all matters pertaining to the following areas:

- Equipment or Central Office Engineering
- Outside Plant Engineering
- Physical & Logical Security
- Provisioning
- Maintenance
- Billing
- Operations
- Site and Building Managers
- Environmental and Safety

**13. DESTRUCTION OF COLLOCATION SPACE**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for AT&T's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment, only with respect to the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and

from further liability under the terms hereof. If a Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for AT&T's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to AT&T, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. AT&T may, at its own expense, accelerate the rebuild of its Collocation Space and equipment, provided however, that a BellSouth Certified Vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If AT&T's acceleration of the project increases the cost of the project, then those additional charges will be incurred by AT&T. Where allowed and where practical, AT&T may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where a damaged Collocation Space shall be rebuilt or repaired, AT&T shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of such damaged Collocation Space for AT&T's permitted use, until such Collocation Space is fully repaired and restored and AT&T's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where AT&T has placed an Adjacent Arrangement pursuant to Section 3.4 of this Attachment 4, AT&T shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

#### **14. EMINENT DOMAIN**

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate only with respect to such taken Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for such taken Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent

Arrangement shall be taken under eminent domain, BellSouth and AT&T shall each have the right to terminate this Attachment only with respect to such part of the Collocation Space or Adjacent Arrangement taken and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

**15. RELOCATION OF AT&T'S EQUIPMENT**

15.1 Except as otherwise stated in this Attachment, BellSouth shall use its best efforts to prevent AT&T from having to relocate its equipment during the term of this Agreement. If AT&T, at BellSouth's request, agrees to relocate its equipment, then BellSouth shall reimburse AT&T for any and all costs reasonably associated with such relocation.

**16. NONEXCLUSIVITY**

16.1 AT&T understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis in accordance with the procedures established in this Attachment of obtaining Collocation Space.

**BELLSOUTH/AT&T RATES – KENTUCKY  
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,135.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,202.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.38	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$3.30	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$112.11	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$189.85	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.62	NA
PE1PJ	Floor Space	Per sq. ft.	\$8.20	NA
PE1BD	Cable Installation	Per cable	NA	\$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	\$20.14	NA
PE1PL	Power -48V DC Power*	Per amp	\$8.77	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.58	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.16	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.74	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.65	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.037	First/Add'l \$33.67/\$31.78
PE1P4	4-wire		\$0.075	\$33.66/\$31.70
PE1P1	DS-1		\$1.51	\$52.97/\$39.90
PE1P3	DS-3		\$19.15	\$52.04/\$38.62
PE1F2	2-fiber		\$3.80	\$52.04/\$38.63
PE1F4	4-fiber		\$6.75	\$64.59/\$51.18

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$78.11	
PE1A1	New Access Card Activation	Per card	\$0.059	\$55.59
PE1AA	Administrative change, existing card	Per card		\$15.59
PE1AR	Replace lost or stolen card	Per card		\$45.58
PE1AK	Initial Key	Per key	NA	\$26.20
PE1AL	Replace lost or stolen key	Per key	NA	\$26.20
PE1SR	Space Availability Report	Per premises requested		\$2,151
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.06	NA
PE1PF	4-Wire Cross-Connect		\$0.15	NA
PE1PG	DS1 Cross-Connect		\$0.58	NA
PE1PH	DS3 Cross-Connect		\$4.51	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.86/\$21.46
PE1OT	Overtime		NA	\$44.10/\$27.72
PE1PT	Premium Time		NA	\$54.35/\$33.97
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.83/\$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.



## ENVIRONMENTAL AND SAFETY PRINCIPLES

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

### 1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and AT&T agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and AT&T shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. AT&T should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for AT&T to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. AT&T will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the AT&T space with proper notification. BellSouth reserves the right to stop any AT&T work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by AT&T are owned by AT&T. AT&T will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by AT&T or different hazardous materials used by AT&T at BellSouth Facility. AT&T must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by AT&T to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and AT&T will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and AT&T will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, AT&T must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and AT&T shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, AT&T agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. AT&T further agrees to cooperate with BellSouth to ensure that AT&T's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by AT&T, its employees, agents and/or subcontractors.

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

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste  Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance  Manhole entry requirements  EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

### 3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

### 4. ACRONYMS

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

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

