

EXECUTIVE SUMMARY
of
Broadslate Networks of AL, GA, FL, Ky, MS, Inc.(Cardinal Communications of NC, SC, and TN, Inc.)
BellSouth Standard Collocation Agreement

Agreement Effective Date: 04/28/2000	Agreement Expiration Date: 04/27/2002
OCN:	GAC:
CIC (if applicable):	ACNA:
Negotiator: Michael Willis	Negotiator Tel No: 404-927-8003
Location of Executive Summary: t:\hendrix\Michael/Signed/Broadslate	Location of Interconnection Agreement: t:\hendrix\Michael/Signed/Broadslate

Attachment Name/Number	Section Number	Version Date	No Devia-tion	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
4-Physical Collocation	1	03/09/00					Added a term and conditions for the renegotiations of the agreement.
	2	03/09/00					
	3	03/09/00					
	4	03/09/00					
	5	03/09/00					
	6	03/09/00					Changed the interval from 120 calendar days to 90 business days.
	7	03/09/00					
	8	03/09/00					
	9	03/09/00					
	10	03/09/00					
	11	2/29/00					
	12	2/29/00					
	13	2/29/00					
	14	2/29/00					
	15						

Version1Q00

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	16						Revised the indemnity language to exclude gross negligence or will and intentional misconduct.
	Exhibit A	2/29/00					
	Exhibit B	2/29/00					

By and Between

BellSouth Telecommunications, Inc.

And

Broadslate Networks of Alabama, Inc., Broadslate Networks of Florida, Inc., Broadslate Networks of Georgia, Inc., Broadslate Networks of Kentucky, Inc., Broadslate Networks of Mississippi, Inc., Cardinal Communications of North Carolina, Inc., Cardinal Communications of South Carolina, Inc. and Cardinal Communications of Tennessee, Inc.

**BELLSOUTH
PHYSICAL COLLOCATION
MASTER AGREEMENT**

THIS AGREEMENT, made this 28th day of April, 2000, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Broadslate Networks of Alabama, Inc., ("Broadslate"), a Delaware corporation on behalf of itself;

THIS AGREEMENT, made this 28th day of April, 2000, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Broadslate Networks of Florida, Inc., ("Broadslate"), a Delaware corporation on behalf of itself;

THIS AGREEMENT, made this 28th day of April, 2000, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Broadslate Networks of Georgia, Inc., ("Broadslate"), a Delaware corporation on behalf of itself;

THIS AGREEMENT, made this 28th day of April, 2000, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Broadslate Networks of Kentucky, Inc., ("Broadslate"), a Delaware corporation on behalf of itself;

THIS AGREEMENT, made this 28th day of April, 2000, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Broadslate Networks of Mississippi, Inc., ("Broadslate"), a Delaware corporation on behalf of itself;

THIS AGREEMENT, made this 28th day of April, 2000, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Cardinal Communications of North Carolina, Inc., ("Broadslate"), a Delaware corporation on behalf of itself;

THIS AGREEMENT, made this 28th day of April, 2000, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Cardinal Communications of South Carolina, Inc., ("Broadslate"), a Delaware corporation on behalf of itself;

THIS AGREEMENT, made this 28th day of April, 2000, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Cardinal Communications of Tennessee, Inc., ("Broadslate"), a Delaware corporation on behalf of itself;

W I T N E S S E T H

WHEREAS, Broadslate is a telecommunications carrier and wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which Broadslate desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to Broadslate within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Agreement

- 1.1 Scope of Agreement. The rates, terms, and conditions contained within this Agreement shall only apply when Broadslate is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Agreement pertain to collocation and the provisioning of Collocation Space.

- 1.2 Right to occupy. BellSouth shall offer to Broadslate collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Agreement, BellSouth hereby grants to Broadslate a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Broadslate and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by BellSouth that house BellSouth Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other 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 BellSouth Premises 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 Broadslate may contemplate a request for space sufficient to accommodate Broadslate's growth within a two year period.

- 1.2.1 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Central Office Premises. Broadslate will be responsible for any justification of

vacant space within its space, if such justification is required by the appropriate state commission.

- 1.3 Use of Space. Broadslate shall use the Collocation Space for the purposes of installing, maintaining and operating Broadslate's equipment (to include testing and monitoring equipment) used or useful to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Broadslate may at its option, place Broadslate-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Broadslate 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 Broadslate pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.4 Rates and charges. Broadslate agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.5 Term. The term of this Agreement shall be for an initial period of two (2) years, beginning on the Agreement date stated above and ending two (2) years later on the month and day corresponding to such date. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 1.6 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated.
- 1.6 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of Physical Collocation to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- 1.7 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and the Parties have not mutually agreed (where permissible) to petition the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Broadslate pursuant to the terms, conditions and rates set forth in BellSouth's then current standard Physical Collocation Agreement.

2. Space Notification

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit Broadslate to physically collocate, pursuant to the terms of this Agreement, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Broadslate of the amount of space that is available.
- 2.2 Reporting. Upon request from Broadslate, BellSouth will provide a written report (“Space Availability 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 on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from Broadslate for a Space Availability Report must be written and must include the Premises and Common Language Location Identification (“CLLI”) code of the Premises. 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 Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify Broadslate and inform Broadslate of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying Broadslate that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow Broadslate, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.
- 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).
- 2.5 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the 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 telecommunications carrier on said waiting list. Broadslate must submit an updated, complete, and correct application to BellSouth within 30 business days or notify BellSouth in writing that Broadslate wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Broadslate does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Broadslate from the waiting list. Upon request, BellSouth will advise Broadslate 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 Central Offices 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.

- 2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof.

3. Collocation Options

- 3.1 Cageless. In accordance and compliance with local building code, BellSouth shall allow Broadslate to collocate Broadslate's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Broadslate to have direct access to its equipment and facilities but may require Broadslate to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Broadslate's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Broadslate must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

- 3.2 Cages and Adjacent Arrangement Enclosures. At Broadslate's option and upon request, BellSouth shall construct enclosures in compliance with Broadslate's collocation request and in accordance and compliance with local building code. At Broadslate's request, BellSouth shall permit Broadslate to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.
- 3.3 When Broadslate subcontracts the construction, Broadslate must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at Broadslate's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Broadslate and Broadslate's BellSouth Certified Contractor must comply with local building code requirements. Broadslate's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Broadslate and provide, at Broadslate's expense, the documentation, including architectural drawings, necessary for Broadslate to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to Broadslate the costs of providing the documentation. The BellSouth Certified Contractor shall bill Broadslate directly for all work performed for Broadslate pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Broadslate must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Broadslate's locked enclosure prior to notifying Broadslate.
- 3.3.1 BellSouth has the right to review Broadslate's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require Broadslate to remove or correct at Broadslate's cost any structure that does not meet these standards.
- 3.4 Shared (Subleased) Caged Collocation. Broadslate may allow other telecommunications carriers to share Broadslate's caged collocation arrangement pursuant to terms and conditions agreed to by Broadslate ("Host") and other telecommunications carriers ("Guests") and pursuant to this section in accordance and compliance with local building code, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Broadslate shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Broadslate that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Agreement between BellSouth and Broadslate.

- 3.4.1 Broadslate 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 Agreement; and for the purposes of ensuring that the safety and security requirements of this Agreement 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 provision of the services and access to unbundled network elements.
- 3.4.2 Broadslate 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 Broadslate's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.5 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Broadslate and in conformance with BellSouth's design and construction specifications. Further, Broadslate shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.4.1 Should Broadslate elect such option, Broadslate must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Broadslate and Broadslate's BellSouth Certified Contractor must comply with local building code requirements. Broadslate's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Broadslate's BellSouth Certified Contractor shall bill Broadslate directly for all work performed for Broadslate pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Broadslate must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Broadslate's locked enclosure prior to notifying Broadslate.

- 3.4.2 BellSouth maintains the right to review Broadslate's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Broadslate, at Broadslate's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 Broadslate shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Broadslate's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Broadslate's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.5.1 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day Broadslate's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify Broadslate in writing that the Collocation Space is ready for occupancy. Broadslate must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Broadslate's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.3 Termination. Except where otherwise agreed to by the Parties, Broadslate may terminate occupancy in a particular Collocation Space upon thirty (30) business days prior written notice to BellSouth. Upon termination of such occupancy, Broadslate at its expense shall remove its equipment and other property from the Collocation Space. Broadslate shall have thirty (30) business days from the termination date to complete such removal, including the removal of all equipment and facilities of Broadslate's Guests; provided, however, that Broadslate shall continue payment of monthly fees to BellSouth until such date as Broadslate

has fully vacated the Collocation Space. Should Broadslate or Broadslate's Guest fail to vacate the Collocation Space within thirty (30) business days from the termination date, BellSouth shall have the right to remove the equipment and other property of Broadslate or Broadslate's Guest at Broadslate's expense and with no liability for damage or injury to Broadslate or Broadslate's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement with respect to a Collocation Space, Broadslate shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the Broadslate except for ordinary wear and tear unless otherwise agreed to by the Parties. Broadslate 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 permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.
 - 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.
 - 5.1.2 Broadslate shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
 - 5.1.3 Broadslate shall place a plaque or other identification affixed to Broadslate's equipment necessary to identify Broadslate's equipment, including a list of emergency contacts with telephone numbers.

- 5.2 Entrance Facilities. Broadslate may elect to place Broadslate-owned or Broadslate-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of entrance in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. Broadslate will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Broadslate 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 Broadslate's equipment in the Collocation Space. In the event Broadslate utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Broadslate must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Broadslate is responsible for maintenance of the entrance facilities. At Broadslate's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.
- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide Broadslate with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Broadslate's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 Shared Use. Broadslate may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Broadslate collocation arrangement within the same BellSouth Premises. Broadslate must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Broadslate-provided riser cable.
- 5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Broadslate request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request. When the request for a splice is granted to Broadslate by BellSouth, Broadslate 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.

- 5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between Broadslate's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. 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. Broadslate shall be responsible for providing, and a supplier certified by BellSouth ("Broadslate's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Broadslate or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Broadslate's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Broadslate must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.5 Broadslate's Equipment and Facilities. Broadslate, or if required by this Agreement, Broadslate's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Broadslate. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.
- 5.6 Co-carrier cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth's telecommunications services, unbundled network elements, and facilities, Broadslate may directly connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by Broadslate or through BellSouth facilities designated by Broadslate, at Broadslate's option. Such connections to other carriers may be made using either optical or electrical facilities. Broadslate may deploy such optical or electrical connections directly between its own facilities and the facilities of other interconnector(s) without being routed through BellSouth equipment.
- 5.6.1 If Broadslate requests a co-carrier cross-connect after the initial installation, Broadslate must submit an application with a Subsequent Application Fee. Broadslate must use a BellSouth Certified Supplier to place the co-carrier cross connect, except in cases where the Broadslate equipment and the equipment of the other interconnector are located within contiguous Collocation Spaces. In cases where Broadslate's equipment and the equipment of the other interconnector are located in contiguous Collocation Spaces, Broadslate 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 pro-rated non-recurring charge for the individual case will be assessed to all that benefit from that construction.

- 5.7 BellSouth's Access to Collocation 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 Broadslate when access to the Collocation Space is required. Broadslate may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Broadslate will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, Broadslate shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Broadslate agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Broadslate or Broadslate's Guests 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. Broadslate agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Broadslate employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Broadslate or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 Lost or Stolen Access Keys. Broadslate shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Broadslate shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other interconnector, 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 Broadslate violates the provisions of this paragraph, BellSouth shall give written notice to Broadslate, which notice shall direct Broadslate to cure the violation within forty-eight (48) hours of Broadslate'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 Broadslate fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to

property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Broadslate's equipment. BellSouth will endeavor, but is not required, to provide notice to Broadslate prior to taking such action and shall have no liability to Broadslate for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.10 Personalty and its Removal. Subject to requirements of this Agreement, Broadslate may place or install in or on the Collocation Space such facilities and equipment, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, nor imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Broadslate 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 Broadslate at any time. Any damage caused to the Collocation Space by Broadslate's employees, agents or representatives during the removal of such property shall be promptly repaired by Broadslate at its expense.
- 5.11 Alterations. In no case shall Broadslate or any person acting on behalf of Broadslate make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the 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 Broadslate. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2
- 5.12 Janitorial Service. Broadslate shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified Contractor 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 Should any state regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof.

- 6.2 Application for Space. Broadslate shall submit an application document when Broadslate or Broadslate's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.
- 6.2.1 Initial Application. For Broadslate or Broadslate's Guest(s) initial equipment placement, Broadslate shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"), together with payment of the Application Fee as stated in Exhibit A. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Broadslate's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 Subsequent Application Fee. In the event Broadslate or Broadslate's Guest(s) desire to modify the use of the Collocation Space, Broadslate shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Broadslate in the 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 Broadslate for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Broadslate. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Application Fee for the appropriate state shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by Broadslate within 30 calendardays following Broadslate's receipt of a bill or invoice from BellSouth.
- 6.3 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space, the Cable Installation Fee,

and the estimated Space Preparation Fee, as described in Section 7. When multiple applications are submitted within a fifteen (15) businessday window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.4 Application Modifications. If a modification or revision is made to any information in Sections 2 through 12 or 15 of a Bona Fide Application for Physical Collocation, or Sections 2 through 10 or 13 of a Bona Fide Application for Adjacent Collocation, either at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Broadslate's Bona Fide Application as a result of changes requested by Broadslate to Broadslate's original application, then BellSouth will charge Broadslate a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the application with an Application Fee. Broadslate may modify or revise Section 1, 13, 14, or 16 of a Bona Fide Application for Physical Collocation, or Sections 1, 11, or 12 of a Bona Fide Application for Adjacent Collocation, without incurring additional expense or a longer Application Response interval.
- 6.5 Bona Fide Firm Order. Broadslate 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 Broadslate to complete the Application/Inquiry process described in Section 6.2, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the Application Response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees, as set forth in Section 7. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to Broadslate's Bona Fide Application.
- 6.5.1 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Broadslate's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

- 6.5.2 BellSouth will permit one accompanied site visit to Broadslate's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Broadslate.
- 6.5.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.
- 6.5.4 Broadslate 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 30 calendar days prior to the date Broadslate desires access to the Collocation Space.
- 6.6 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals on an individual case basis. 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 business days from receipt of a Bona Fide Firm Order. 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 180 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.
- 6.6.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Broadslate will commence within a maximum of twenty (20) calendar 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 Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Broadslate during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.
- 6.6.2 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 ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.6.3 Acceptance Walk Through. Broadslate and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Broadslate. BellSouth will correct any deviations to Broadslate's original or jointly amended requirements within seven

(7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

- 6.7 Use of BellSouth Certified Supplier. Broadslate shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in TR 73503 in the Collocation Space. In some cases, Broadslate must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Broadslate with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Broadslate'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 Broadslate upon successful completion of installation. The BellSouth Certified Supplier shall bill Broadslate directly for all work performed for Broadslate pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Broadslate or any supplier proposed by Broadslate.
- 6.8 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Broadslate shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Broadslate's Collocation Space. Upon request, BellSouth will provide Broadslate with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Broadslate. 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 Hazard Guidelines identified as Exhibit B attached hereto.
- 6.9 Basic Telephone Service. Upon request of Broadslate, 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.
- 6.10 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Premises space or support mechanisms which is required to accommodate physical collocation, unless otherwise specified in Agreement A. Broadslate's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Broadslate divided by the total Premises square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to, HVAC equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Premises basis. BellSouth will reimburse Broadslate in an amount equal to Broadslate's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

- 6.11 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 unbundled network elements, Broadslate may purchase 2-wire and 4-wire cross-connects as set forth in Exhibit A, and Broadslate may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. 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, Broadslate 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, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Broadslate, such information will be provided to Broadslate in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Broadslate within 180 calendar days of BellSouth's written denial of Broadslate's request for physical collocation, and (ii) Broadslate was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Broadslate 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. Broadslate must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 6.12 Cancellation. If, at anytime, Broadslate cancels its order for the Collocation Space(s), Broadslate will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Broadslate would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
- 6.13 Licenses. Broadslate, 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 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, Broadslate shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The estimated Space Preparation Fee and the Cable Installation Fee shall be included in the Application Response. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following Broadslate's receipt of a

bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Section 6.2.2) if Broadslate requests a modification to the arrangement.

7.2 Documentation. Upon request following the receipt of a bill or invoice from BellSouth for the outstanding balance of the actual Space Preparation Fee, BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

7.3 Space Preparation Fee in North Carolina. In North Carolina, the Space Preparation Fee is a monthly recurring charge, assessed per arrangement, per location, which is due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Broadslate first occupies the Collocation Space, which include survey, engineering, design and modification costs for network, building and support systems. In the event Broadslate opts for cageless space, the space preparation charge will be assessed based on the total floor space dedicated to Broadslate as described in Section 7.5. The Space Preparation Fee always consists of charges for Firm Order Processing, Central Office Modifications, Power, and Common Systems Modifications. The charge for Common Systems Modification will be on a per square foot basis for cageless and on a per cage basis for caged collocation. The charge for Power will be assessed per the nominal –48V DC ampere requirements specified by Broadslate on the Bona Fide Application.

7.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.5 Floor Space. The floor space charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power Broadslate's equipment. When the Collocation Space is enclosed, Broadslate shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Broadslate 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 Broadslate's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Broadslate 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 Broadslate first occupies the Collocation Space, whichever is sooner.

7.6 Power. BellSouth shall make available –48 Volt (-48V) DC power for Broadslate's Collocation Space at a BellSouth Power Board or BellSouth Batter Distribution Fuse Bay ("BDFB") at Broadslate's option within the Premises.

- 7.6.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Broadslate's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Broadslate's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Broadslate's BellSouth Certified power Supplier. Broadslate's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date.
- 7.6.2 The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Premises as a result of Broadslate's request to collocate in that Premises ("Power Plant Construction"), will be assessed per the nominal – 48V DC ampere requirements specified by Broadslate on the physical collocation application. BellSouth reserves the right to monitor actual usage to verify accuracy of Broadslate's power requirements. Broadslate shall pay its pro-rated share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements, and the BDFB, where applicable. If Broadslate does not require power feeders from a BDFB, the BDFB component will not be applied to the Power Plant Construction charge. If Broadslate requires power feeders from both a BellSouth power board and a BellSouth BDFB, the Power Plant Construction charge will include all three components for the amount of nominal current fed from the BDFB, but will only include the standby AC and DC power plant components for the amount of nominal current fed from the power board. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. The costs of Power Plant Construction shall be pro-rated and shared among all who benefit from that construction. Broadslate shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Broadslate shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) calendar days of completion of the Power Plant Construction.
- 7.6.3 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Broadslate has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Broadslate's dedicated power plant results in construction of a new power plant room, upon termination of this Agreement, Broadslate shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Broadslate is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Broadslate's equipment. When obtaining power from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnished and installed by Broadslate using a BellSouth Certified

power Supplier. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Broadslate must provide BellSouth a copy of the engineering power specifications prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and Broadslate's arrangement area. Broadslate shall contract a BellSouth Certified Supplier who will be responsible for the following: power cable support structure within Broadslate's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Broadslate shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.

- 7.6.4 If Broadslate elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Broadslate's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Broadslate's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Broadslate's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At Broadslate's option, Broadslate may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.7 Security Escort. A security escort will be required whenever Broadslate or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.4.2 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.
- 7.8 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Broadslate shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price,

BellSouth shall pay the difference to Broadslate. Each Party shall keep its own records upon which a “true-up” can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such “true-up,” the Parties agree that the Commission shall be called upon to resolve such differences.

- 7.9 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 Agreement shall be due thirty (30) calendar days after receipt of the bill (payment due date). Broadslate 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 Broadslate shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best’s Insurance Rating of A-.
- 8.2 Broadslate shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Broadslate’s real and personal property situated on or within BellSouth’s Central Office location(s).
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Broadslate to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by Broadslate shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth’s Premises and shall remain in effect for the term of this Agreement or until all Broadslate’s property has been removed

from BellSouth's Premises, whichever period is longer. If Broadslate fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Broadslate.

- 8.5 Broadslate shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Broadslate shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Broadslate's insurance company. Broadslate shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

- 8.6 Broadslate must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If Broadslate's net worth exceeds five hundred million dollars (\$500,000,000), Broadslate may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Broadslate shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Broadslate in the event that self-insurance status is not granted to Broadslate. If BellSouth approves Broadslate for self-insurance, Broadslate shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Broadslate's corporate officers. The ability to self-insure shall continue so long as the Broadslate meets all of the requirements of this Section. If the Broadslate subsequently no longer satisfies this Section, Broadslate is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.
- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Broadslate to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

9. Mechanics Liens

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

10. Inspections

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

11. Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Broadslate will be permitted in the BellSouth Premises. Broadslate 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 name and photo, and the Broadslate name. BellSouth reserves the right to remove from its premises any employee of Broadslate not possessing identification issued by Broadslate or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Broadslate shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Broadslate shall be solely responsible for ensuring that any Guest of Broadslate is in compliance with all subsections of this Section 11.

- 11.1.1 Broadslate will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Broadslate employee being considered for work on the BellSouth Premises, for the states/counties where the Broadslate employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.1.2 Broadslate will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 Broadslate shall not knowingly assign to the BellSouth Premises any personnel with records of felony criminal convictions. Broadslate shall not knowingly 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 Broadslate personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Broadslate chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Broadslate may, in the alternative, certify to BellSouth that it shall not knowingly assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 For each Broadslate employee requiring access to a BellSouth Premises pursuant to this Agreement, Broadslate shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Broadslate will disclose the nature of the convictions to BellSouth at that time. In the alternative, Broadslate 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.
- 11.1.5 At BellSouth's request, Broadslate shall promptly remove from the BellSouth's Premises any employee of Broadslate BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Broadslate is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BST reserves the right to interview Broadslate'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 Broadslate's Security contact of such interview. Broadslate and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving

Broadslate's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Broadslate for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Broadslate's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Broadslate for BellSouth property which is stolen or damaged where an investigation determines the culpability of Broadslate's employees, agents, or contractors and where Broadslate agrees, in good faith, with the results of such investigation. Broadslate shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Broadslate shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 11.3 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.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Collocation Space

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Broadslate's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Agreement, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Broadslate'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 Broadslate, 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. Broadslate may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Broadslate's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Broadslate. Where allowed and where practical, Broadslate may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Broadslate shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Broadslate's permitted use, until such Collocation Space is fully repaired and restored and Broadslate's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Broadslate has placed an Adjacent Arrangement pursuant to section 3.4, Broadslate shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

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

14. Nonexclusivity

- 14.1 Broadslate understands that this Agreement 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.

15. NOTICES

- 15.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by Broadslate or BellSouth in

writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

600 N. 19th Street
9th Floor
Birmingham, AL 35240
ATTN: CLEC Account Team

To Broadslate:

Marc Rothschild
Swidler Berlin Shereff Friedman, LLC
3000 K Street, NW, Suite 300
Washington, DC 20007

With Copy to

John Spilman
Manager Regulatory and Carrier Relations
Broadslate Networks, Inc.
675 Peter Jefferson Parkway, Suite 310
Charlottesville, VA 22911

15.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

16. INDEMNITY / LIMITATION OF LIABILITY

16.1 Each Party shall be liable for any damage to property, equipment or facilities or injury to person caused by its activities, or the activities of its agents, contractors, employees or Guests pursuant to, or in furtherance of, rights granted under this Agreement. The parties shall indemnify and hold each other harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities.

16.2 Notwithstanding section 16.1, except in case of gross negligence or willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

17. PUBLICITY

17.1 [Broadslate](#) agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the trade names, logos, trademarks or service marks (hereinafter “Marks”) of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or

mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and Broadslate further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

18. FORCE MAJEURE

18.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

19. YEAR 2000 COMPLIANCE

19.1 Each party warrants that it has implemented a program the goal of which is to ensure that all collocated equipment, software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

20. ASSIGNMENT

20.1 Broadslate acknowledges that this Agreement does not convey any right, title or interest in the Central Office to Broadslate. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

21. NO IMPLIED WAIVER

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. GOVERNING LAW

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

23. COMPLIANCE WITH LAWS

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

24. RESOLUTION OF DISPUTES

24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

25. SECTION HEADINGS

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

26. AUTHORITY

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

27. REVIEW OF AGREEMENT

27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and [Broadslate](#) and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. FILING OF AGREEMENT

28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by Broadslate.

29. ENTIRE AGREEMENT

29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and [Broadslate](#) and may not be modified or amended other than by a written instrument signed

by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS

Signature on File

Authorized Signature

Jerry Hendrix

Print or Type Name

Senior Director

Title
04/28/2000

Date

BROADSLATE NETWORKS OF
ALABAMA, INC.
Signature on File

Authorized Signature

Earle A. MacKenzie

Print or Type Name

President

Title
4/28/2000

Date

BROADSLATE NETWORKS OF
FLORIDA, INC.
Signature on File

Authorized Signature
Earle A. MacKenzie

Print or Type Name
President

Title
4/28/2000

Date

BROADSLATE NETWORKS OF
GEORGIA, INC.
Signature on File

Authorized Signature
Earle A. MacKenzie

Print or Type Name
President

Title
4/28/2000

Date

BROADSLATE NETWORKS OF
KENTUCKY, INC.
Signature on File

Authorized Signature
Earle A. MacKenzie

Print or Type Name
President

Title
4/28/2000

Date

BROADSLATE NETWORKS OF
MISSISSIPPI, INC.
Signature on File

Authorized Signature
Earle A. MacKenzie

Print or Type Name
President

Title
4/28/2000

Date

CARDINAL COMMUNICATIONS OF
NORTH CAROLINA, INC.

Signature on File

Authorized Signature
Earle A. MacKenzie

Print or Type Name
President

Title
4/28/2000

Date

CARDINAL COMMUNICATIONS OF
SOUTH CAROLINA, INC.

Signature on File

Authorized Signature
Earle A. MacKenzie

Print or Type Name
President

Title
4/28/2000

Date

CARDINAL COMMUNICATIONS OF
TENNESSEE, INC.

Signature on File

Authorized Signature
Earle A. MacKenzie

Print or Type Name
President

Title
4/28/2000

Date

EXHIBIT A: BELLSOUTH/Broadslate RATES – ALABAMA
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	\$7,124.00 Disconnect Charge \$1.73
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1SG	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$136.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$15.85	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.85	NA
PE1BD	Cable Installation	Per cable	NA	\$2,335.00
PE1PM	Cable Support Structure	Per entrance cable	\$23.23	NA
PE1PL	Power -48V DC Power	Per amp	\$7.14	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$0.28	First/Add'l \$30.76/\$29.40
PE1P4	4-wire		\$0.56	\$31.01/\$29.58

PE1P1	DS-1		\$2.14	\$60.81/\$41.71
PE1P3	DS-3		\$38.63	\$57.80/\$39.81

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects (continued) 2-fiber 4-fiber 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$12.10 \$21.75	First/Add'l \$55.46/\$39.18 \$66.71/\$50.43 Disconnect Charges First/Add'l \$12.75/\$11.38 \$12.82/\$11.39 \$12.85/\$11.50 \$14.93/\$11.76 \$16.83/\$13.27 \$21.86/\$18.31
PE1ES Fiber PE1DS Copper (TBD)	Co-Carrier Cross-Connect (Note 5) Fiber Cable Support Structure, existing Copper or Coaxial Cable Support Structure, existing Cable Support Structure Construction, new	Per linear ft. Per linear ft. Per new construction	\$0.06 \$0.03 NA	NA NA ICB
PE1AX PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card*	Per central office Per card Per card Per card	\$52.00	 \$55.00 \$35.00 \$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2-Fiber Cross-Connect 4-Fiber Cross-Connect	Per cross connect	\$0.08 \$0.17 \$0.69 \$4.74 \$32.02 \$40.48	NA NA NA NA NA NA

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 6)	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$43.47/\$25.82
PE1OT	Overtime		NA	\$55.25/\$32.79
PE1PT	Premium Time		NA	\$67.03/\$39.76

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth assessment related to expenditure of capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Broadslate will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Broadslate opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Broadslate as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Broadslate may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Broadslate for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELL SOUTH/Broadslate RATES – ALABAMA
PHYSICAL COLLOCATION (continued)

- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

- (5) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Broadslate may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Broadslate-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Broadslate agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Broadslate RATES – FLORIDA
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	\$15.53	\$3,248.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Wire Cage	Per first 100 sq. ft.	\$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. ft.	\$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. ft.	\$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	\$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. ft.	\$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. ft.	\$11.30	NA
PE1PJ	Floor Space	Per sq. ft.	\$4.25	NA
PE1BD	Cable Installation	Per cable	\$2.77	\$1,056.00
PE1PM	Cable Support Structure		\$22.94	NA
PE1PL	Power -48V DC Power	Per amp	\$6.95	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$.0524	\$11.57

PE1P4	4-wire		\$.0524	\$11.57
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FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		
PE11S	DS-1/DCS		\$8.085	\$69.64
PE1P1	DS-1/DSX		\$.4110	\$69.64
PE13S	DS-3/DCS		\$56.97	\$528.00
PE13X	DS-3/DSX		\$10.06	\$528.00
PE1F2	Optical Cross Connects		\$6.46	\$2,431.00
	Co-Carrier Cross-Connect (Note 5)			
PE1ES	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
	New Access Card Activation*	Per request 5 cards	NA	\$85.12
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card*	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
	POT Bay (Note 6)		NA	NA
AEH	Additional Engineering Fee (Note 7)	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
	Security Escort	Per ¼ hour		
PE1BT	Basic Time		NA	\$10.89
PE1OT	Overtime		NA	\$13.64
PE1PT	Premium Time		NA	\$16.40

EXHIBIT A: BELL SOUTH/Broadslate RATES – FLORIDA
PHYSICAL COLLOCATION (continued)

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Broadslate will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Broadslate may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Broadslate for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

<u>Cross Connects</u>	<u>Per Cross Connect</u>	<u>RC</u>	<u>NRC</u>
2-wire	Per 100 X-Connects	\$5.24	\$1,157.00
4-wire	Per 100 X-Connects	\$5.24	\$1,157.00
DS-1/DCS	Per 28 X-Connects	\$226.39	\$1,950.00
DS-1/DSX	Per 28 X-Connects	\$11.51	\$1,950.00
DS-3/DCS	Per Cross Connect	\$56.97	\$ 528.00
DS-3/DSX	Per Cross Connect	\$10.06	\$528.00
Optical Cross Connects	Per Cross Connect	\$6.46	\$2,431.00

EXHIBIT A: BELL SOUTH/Broadslate RATES – FLORIDA
PHYSICAL COLLOCATION (continued)

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Broadslate may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for Broadslate to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (7) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Broadslate-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Broadslate agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Broadslate RATES – GEORGIA
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per sq. ft.	NA	\$100.00
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$170.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$17.33	NA
PE1PJ	Floor Space Zone A	Per sq. ft.	\$7.50	NA
PE1PK	Zone B	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power -48V DC Power	Per amp	\$5.00	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.30	First/Add'l \$12.60/\$12.60
PE1P4	4-wire		\$0.50	\$12.60/\$12.60
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78
PE1ES	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation* Administrative change, existing card*	Per card Per card		\$55.00 \$35.00
PE1AR	Replace lost or stolen card*	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$41.00/\$25.00
PE1OT	Overtime		NA	\$48.00/\$30.00
PE1PT	Premium Time		NA	\$55.00/\$35.00

Note(s)

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Broadslate will be assessed the full Application Fee for all subsequent activity for completed arrangements.

EXHIBIT A: BELLSOUTH/Broadslate RATES – GEORGIA
PHYSICAL COLLOCATION (continued)

- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Broadslate opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Broadslate as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Broadslate may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Broadslate for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Broadslate may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Broadslate-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Broadslate agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Broadslate 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	\$9,926.72
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.42	NA
PE1PJ	Floor Space	Per sq. ft.	\$5.00	NA
PE1BD	Cable Installation	Per cable	NA	\$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	\$24.23	NA
PE1PL	Power -48V DC Power	Per amp	\$7.68	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.31	First/Add'l \$54.21/\$51.07
PE1P4	4-wire		\$0.62	\$54.23/\$50.96
PE1P1	DS-1		\$1.92	\$99.23/\$69.15
PE1P3	DS-3		\$39.94	\$97.48/\$66.90
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4)			
Fiber	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper	Cable Support Structure Construction, new	Per new construction	NA	ICB
(TBD)				
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation	Per card		\$55.00
	Administrative change, existing card	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.06	NA
PE1PG	4-Wire Cross-Connect		\$0.15	NA
PE1PH	DS1 Cross-Connect		\$0.58	NA
PE1B2	DS3 Cross-Connect		\$4.51	NA
PE1B4	2 Fiber Cross-Connect		\$38.79	NA
	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$56.09/\$31.99
PE1OT	Overtime		NA	\$67.75/\$39.00
PE1PT	Premium Time		NA	\$79.41/\$46.01
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELL SOUTH/Broadslate RATES – KENTUCKY
PHYSICAL COLLOCATION (continued)

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Broadslate will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Broadslate opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Broadslate as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Broadslate may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Broadslate for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Broadslate may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELL SOUTH/Broadslate RATES – KENTUCKY
PHYSICAL COLLOCATION (continued)

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Broadslate-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Broadslate agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Broadslate RATES – MISSISSIPPI
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	\$6,993.00 Disconnect Charge \$1.70
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$205.08	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.83	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.45	
PE1BD	Cable Installation	Per cable	NA	\$2,419.00 Disconnection charge \$53.24
PE1PM	Cable Support Structure	Per entrance cable	\$22.90	NA
PE1PL	Power -48V DC Power	Per amp	\$6.93	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$3.996	First/Add'l \$30.93/\$29.59

PE1P4	4-wire		\$.7992	\$31.17/\$29.77
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MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		\$2.90	\$60.42/\$41.68
PE1P3	DS-3		\$53.31	\$57.45/\$39.81
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78
				Disconnect Charges
				First/Add'l
	2-wire			\$12.76/\$11.43
	4-wire			\$12.83/\$11.43
	DS-1			\$12.87/\$11.54
	DS-3			\$14.92/\$11.80
	2-fiber			\$12.96/\$10.34
	4-fiber			\$16.97/\$14.35
	Co-Carrier Cross-Connect (Note 5)			
PE1ES	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
	New Access Card Activation*	Per card		\$55.00
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.1195	NA
PE1PF	4-Wire Cross-Connect		\$0.2389	NA
PE1PG	DS1 Cross-Connect		\$0.9862	NA
PE1PH	DS3 Cross-Connect		\$5.81	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$42.87/\$25.54
PE1OT	Overtime		NA	\$54.43/\$32.41
PE1PT	Premium Time		NA	\$65.99/\$39.28
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Broadslate will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Broadslate opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Broadslate as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Broadslate may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Broadslate for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: Bellsouth/Broadslate RATES – MISSISSIPPI
PHYSICAL COLLOCATION (continued)

- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional	Disconnect Charges First / Additional
2-wire	\$33.58 / \$32.24	\$14.27 / \$12.94
4-wire	\$33.82 / \$32.42	\$14.34 / \$12.94
DS-1	\$63.07 / \$44.33	\$14.38 / \$13.05
DS-3	\$60.10 / \$42.46	\$16.43 / \$13.31

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Broadslate may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Broadslate-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Broadslate agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Broadslate RATES – NORTH CAROLINA
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	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
	Space Preparation Fee			
	Central Office Modification	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged	Per cage	\$110.79	
	Power	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (Note 2)			
PE1CW	Welded Wire-mesh	Per first 100 sq. ft.	\$102.76	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per amp	\$6.65	ICB
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 3)	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.32	\$41.78/\$39.23
PE1P1	4-wire		\$0.64	\$41.91/\$39.25
PE1P3	DS-1		\$2.34	\$71.02/\$51.08
PE1F2	DS-3		\$42.84	\$69.84/\$49.43
PE1F4	2-fiber		\$15.99	\$67.34/\$48.55
	4-fiber		\$28.74	\$82.35/\$63.56

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4)			
Fiber	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper	Cable Support Structure Construction, new	Per new construction	NA	ICB
(TBD)				
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation*	Per card		\$55.00
	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.10	NA
PE1PG	4-Wire Cross-Connect		\$0.19	NA
PE1PH	DS1 Cross-Connect		\$0.79	NA
PE1B2	DS3 Cross-Connect		\$4.85	NA
PE1B4	2 Fiber Cross-Connect		\$39.67	NA
	4 Fiber Cross-Connect		\$53.49	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$42.92/\$25.56
PE1OT	Overtime		NA	\$54.51/\$32.44
PE1PT	Premium Time		NA	\$66.10/\$39.32
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELLSOUTH/Broadslate RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Broadslate will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Broadslate may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Broadslate for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connect:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First/Additional</u>
2-wire	\$46.53/\$43.98
4-wire	\$46.64/\$43.98
DS-1	\$75.72/\$55.78
DS-3	\$74.54/\$54.13

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Broadslate may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/Broadslate RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Broadslate-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Broadslate agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Broadslate RATES – SOUTH CAROLINA
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	\$4,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$22.81	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.90	NA
PE1BD	Cable Installation	Per cable	NA	\$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.55	NA
PE1PL	Power -48V DC Power	Per amp	\$7.09	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$.3648	First/Add'l \$41.50/\$38.94
PE1P4	4-wire		\$.7297	\$41.56/\$38.90
PE1P1	DS-1		\$2.70	\$70.79/\$50.78
PE1P3	DS-3		\$49.24	\$69.60/\$49.14
PE1F2	2-fiber		\$15.06	\$69.28/\$48.89
PE1F4	4-fiber		\$27.08	\$84.07/\$63.68

SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 5)			
Fiber	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation*	Per card		\$55.00
	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.1091	NA
PE1PG	4-Wire Cross-Connect		\$0.2181	NA
PE1PH	DS1 Cross-Connect		\$0.9004	NA
PE1B2	DS3 Cross-Connect		\$5.64	NA
PE1B4	2 Fiber Cross-Connect		\$37.36	NA
	4 Fiber Cross-Connect		\$50.38	NA
PE1BT	Security Escort	Per half hr./Add'l half hr.		
PE1OT	Basic Time		NA	\$43.00/\$25.57
PE1PT	Overtime		NA	\$54.62/\$32.46
	Premium Time		NA	\$66.24/\$39.35
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELLSOUTH/Broadslate RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Broadslate will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Broadslate opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Broadslate as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Broadslate may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Broadslate for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First / Additional</u>
2-wire	\$46.66 / \$44.10
4-wire	\$46.68 / \$44.02
DS-1	\$75.88 / \$55.87
DS-3	\$74.69 / \$54.23

EXHIBIT A: BELLSOUTH/Broadslate RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Broadslate may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Broadslate-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Broadslate agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Broadslate RATES – TENNESSEE
PHYSICAL COLLOCATION

*** Rates 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	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.38	NA
PE1PJ	Floor Space	Per sq. ft.	\$7.50	NA
PE1BD	Cable Installation	Per cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power -48V DC Power	Per amp	\$5.00	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.30	First/Add'l \$19.20/\$19.20
PE1P4	4-wire		\$0.50	\$19.20/\$19.20
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4)			
Fiber	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System	Per premises	\$52.00	
PE1AA	New Access Card Activation	Per card		\$55.00
	Administrative change, existing card	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.40	NA
PE1PG	4-Wire Cross-Connect		\$1.20	NA
PE1PH	DS1 Cross-Connect		\$1.20	NA
PE1B2	DS3 Cross-Connect		\$8.00	NA
PE1B4	2 Fiber Cross-Connect		\$38.79	NA
	4 Fiber Cross-Connect		\$52.31	NA
PE1BT	Security Escort	Per half hr./Add'l half hr.		
PE1OT	Basic Time		NA	\$41.00/\$25.00
PE1PT	Overtime		NA	\$48.00/\$30.00
	Premium Time		NA	\$55.00/\$35.00
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELLSouth/Broadslate RATES – TENNESSEE
PHYSICAL COLLOCATION (continued)

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Broadslate will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Broadslate opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Broadslate as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Broadslate may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Broadslate for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Broadslate may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELL SOUTH/Broadslate RATES – TENNESSEE
PHYSICAL COLLOCATION (continued)

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Broadslate-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Broadslate agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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 Broadslate agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Broadslate 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. Broadslate should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Broadslate 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. Broadslate 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 Broadslate space with proper notification. BellSouth reserves the right to stop any Broadslate 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 Broadslate are owned by Broadslate.

Broadslate 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 Broadslate or different hazardous materials used by Broadslate at BellSouth Facility. Broadslate 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 Broadslate to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Broadslate 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 Broadslate will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Broadslate 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 Broadslate 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, Broadslate 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. Broadslate further agrees to cooperate with BellSouth to ensure that Broadslate'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 Broadslate, its employees, agents and/or subcontractors.

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

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions