

EXECUTIVE SUMMARY
of
WorkNet Communications, Inc.
AL, FL, GA, KY, LA, MS, NC, SC, TN
Adoption of BellSouth/The Other Phone Company, Inc. d/b/a Access One Communications, Inc. Agreement

Agreement Effective Date: 10/24/2000	Agreement Expiration Date: February 16, 2002
Negotiator: Tricia Wanner	Negotiator Tel No: 404-927-1245

Please be advised that the above named CLEC has adopted the BellSouth/The Other Phone Company, Inc. d/b/a Access One Communications, Inc. agreement, except for Attachment 4. The term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

AGREEMENT

This Agreement, which shall become effective as of __October 24__, 2000, is entered into by and between WorkNet Communications, Inc., ("WorkNet"), a __Delaware__ corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street NE, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, WorkNet has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, Inc., ("Access One"), dated February 17, 2000 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, WorkNet and BellSouth hereby agree as follows:

1. WorkNet and BellSouth shall adopt in its entirety the Access One Interconnection Agreement dated February 17, 2000 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement, except Attachment 4 – Physical Collocation. The Access One Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The new Attachment 4 – Physical Collocation is attached hereto as Exhibit 2 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2, General Terms and Conditions of the Access One Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2, General Terms and Conditions of the Access One Interconnection Agreement, the effective date shall be February 17, 2000

4. WorkNet shall accept and incorporate any amendments to the Access One Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action, unless WorkNet chooses to negotiate its own amendment with BellSouth pursuant to Section 16 of the General Terms and Conditions of the Agreement.

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

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St. NE
Atlanta, GA 30375

WorkNet Communications, Inc.

_J. Mark Klamer_____
_7777 Bonhomme Ave., Suite 2000
_St. Louis, Missouri 63105_____

& Copy to:

Doug D. Orvis
Swidler Berlin Shereff Friedman
3000 K St., NW, Suite 300
Washington, DC 20007-5116

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

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

BellSouth Telecommunications, Inc.

WorkNet Communications, Inc.

____Original on File_____
Signature

____Original on File_____
Signature

____Jerry D. Hendrix_____
Name

____J. Mark Klamer_____
Name

____Senior Director_____
Title

____Senior Vice President_____
Title

____10/24/00_____
Date

____Oct 11, 2000_____
Date

Attachment 4

Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when WorkNet is occupying the Collocation Space as a sole occupant or as a Host within a Premises location in Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, or Tennessee pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

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

- 1.2 Right to Occupy. BellSouth shall offer to WorkNet 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 Attachment, BellSouth allows WorkNet to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by WorkNet and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). The size specified by WorkNet may contemplate a request for space sufficient to accommodate WorkNet's growth within a two-year period.

- 1.2.1 Space Reclamation. In the event of space exhaust within a Central Office Premise, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. WorkNet will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

- 1.3 Use of Space. WorkNet shall use the Collocation Space for the purposes of installing, maintaining and operating WorkNet's equipment (to include testing and monitoring equipment) that is directly related to and thus necessary, required or indispensable to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, WorkNet may at its option, place WorkNet-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, WorkNet 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 WorkNet pursuant to Section 5.5 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. WorkNet agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.5 Due Dates. If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.
- 1.6 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Notification

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit WorkNet to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or 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 Premise. If the amount of space requested is not available, BellSouth will notify WorkNet of the amount of space that is available.
- 2.2 Reporting. Upon request from WorkNet, 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 WorkNet 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 NECA Tariff FCC No. 4.
 - 2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premise 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 WorkNet and inform WorkNet of the time frame under which it can respond.

- 2.3 Denial of Application. After notifying WorkNet that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow WorkNet, 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 USC § 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. WorkNet must submit an updated, complete, and correct application to BellSouth within 30 business days of such notification or notify BellSouth in writing within that time that WorkNet 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 WorkNet 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 WorkNet from the waiting list. Upon request, BellSouth will advise WorkNet 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 due to Space Exhaust. 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 or federal regulatory agency impose procedures or intervals applicable to WorkNet that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow WorkNet to collocate WorkNet's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow WorkNet to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where WorkNet'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, WorkNet 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. BellSouth shall construct enclosures in compliance with WorkNet's collocation request. At WorkNet's request, BellSouth shall permit WorkNet 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 WorkNet subcontracts the construction, WorkNet must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at WorkNet'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, WorkNet and WorkNet's BellSouth Certified Contractor must comply with the more stringent local building code requirements. WorkNet'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 WorkNet and provide, at WorkNet's expense, the documentation, including architectural drawings, necessary for WorkNet to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to WorkNet the costs of providing the documentation. The BellSouth Certified Contractor shall bill WorkNet directly for all work performed for WorkNet pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. WorkNet 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 WorkNet's locked enclosure prior to notifying WorkNet.
- 3.3.1 BellSouth may elect to review WorkNet's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. WorkNet shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews WorkNet's plans and specifications

- prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review WorkNet's plans and specifications prior to construction, WorkNet will be entitled to request BellSouth to review; and in the event WorkNet does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require WorkNet to remove or correct within seven (7) calendar days at WorkNet's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.4 Shared (Subleased) Caged Collocation. WorkNet may allow other telecommunications carriers to share WorkNet's caged collocation arrangement pursuant to terms and conditions agreed to by WorkNet ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. WorkNet 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 WorkNet that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and WorkNet.
- 3.4.1 WorkNet 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 the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, 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 WorkNet 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 WorkNet'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 permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property 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 WorkNet and in conformance with BellSouth's design and construction specifications. Further, WorkNet shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.5.1 Should WorkNet elect such option, WorkNet 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, WorkNet and WorkNet's BellSouth Certified Contractor must comply with the more stringent local building code requirements. WorkNet's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. WorkNet's BellSouth Certified Contractor shall bill WorkNet directly for all work performed for WorkNet pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. WorkNet 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 WorkNet's locked enclosure prior to notifying WorkNet.
- 3.5.2 WorkNet must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review WorkNet's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews WorkNet's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review WorkNet's plans and specifications prior to construction, WorkNet will be entitled to request BellSouth to review; and in the event WorkNet does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require WorkNet to remove or correct within seven (7) calendar days at WorkNet's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications
- 3.5.3 WorkNet 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 WorkNet'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. WorkNet's BellSouth Certified Contractor shall be responsible

for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

- 3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

4. Occupancy

- 4.1 Commencement Date. The “Commencement Date” shall be the day WorkNet's equipment becomes operational as described in Section 4.2, following.

- 4.2 Occupancy. BellSouth will notify WorkNet in writing that the Collocation Space is ready for occupancy. WorkNet 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, WorkNet's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:

- 4.3.1 WorkNet may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

- 4.3.2 Upon termination of such occupancy, WorkNet at its expense shall remove its equipment and other property from the Collocation Space. WorkNet shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of WorkNet's Guests; provided, however, that WorkNet shall continue payment of monthly fees to BellSouth until such date as WorkNet has fully vacated the Collocation Space. Should WorkNet or WorkNet's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of WorkNet or WorkNet's Guest at WorkNet's expense and with no liability for damage or injury to WorkNet or WorkNet's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of WorkNet's right to occupy Collocation Space, WorkNet shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by WorkNet except for ordinary wear and tear, unless otherwise agreed to by the Parties. WorkNet shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), 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 that is directly related to and thus necessary, required or indispensable for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 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 WorkNet shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that WorkNet submits an application for terminations that exceed the total capacity of the collocated equipment, WorkNet will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.1.3 WorkNet 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.
- 5.1.4 WorkNet shall place a plaque or other identification affixed to WorkNet's equipment necessary to identify WorkNet's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. WorkNet may elect to place WorkNet-owned or WorkNet-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection 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. WorkNet will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. WorkNet 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 WorkNet's equipment in the Collocation Space. In the event WorkNet utilizes a non-metallic, riser-type entrance facility, a splice will not be required. WorkNet must contact BellSouth for instructions prior

- to placing the entrance facility cable in the manhole. WorkNet is responsible for maintenance of the entrance facilities. At WorkNet's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities shall be used between the adjacent collocation arrangement and the central office termination point.
- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premise where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide WorkNet 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 WorkNet'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. WorkNet may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another WorkNet collocation arrangement within the same BellSouth Premises. WorkNet must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to WorkNet-provided riser cable.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between WorkNet'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. WorkNet shall be responsible for providing, and a supplier certified by BellSouth ("WorkNet's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. WorkNet or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.3, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At WorkNet'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. WorkNet must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.4 WorkNet's Equipment and Facilities. WorkNet, or if required by this Attachment, WorkNet'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 WorkNet which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. WorkNet and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.5 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, WorkNet may directly connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by WorkNet or through BellSouth facilities of a type designated by WorkNet, at WorkNet's option. Such connections may be made using either optical or electrical facilities. WorkNet 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.
- 5.5.1 If WorkNet requests a co-carrier cross-connect after the initial installation, WorkNet must submit an application. The applicable nonrecurring fee in Exhibit A shall apply in lieu of any application fee. WorkNet must use a BellSouth Certified Supplier to place the co-carrier cross-connect, except in cases where WorkNet's equipment and the equipment of the other interconnector are located within contiguous Collocation Spaces and the co-carrier cross-connect is not routed over or through BellSouth space or the space of other collocators. In cases where WorkNet's equipment and the equipment of the other interconnector are located in contiguous Collocation Spaces, WorkNet will have the option to deploy the co-carrier cross connects between the sets of equipment. Cable support charges shall be assessed per linear foot of support structure used.
- 5.6 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 notice to WorkNet at least 48 hours before access to the Collocation Space is required. WorkNet may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that WorkNet will not bear any of the expense associated with this work.
- 5.7 Access. Pursuant to Section 11, WorkNet shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. WorkNet 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 WorkNet or WorkNet'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. WorkNet agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of WorkNet employees, contractors, Guests, or agents after termination of the employment relationship,

contractual obligation with WorkNet or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.7.1 Lost or Stolen Access Keys. WorkNet shall notify BellSouth in writing within 24 hours of becoming aware 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), WorkNet shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, WorkNet shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of WorkNet violates the provisions of this paragraph, BellSouth shall give written notice to WorkNet, which notice shall direct WorkNet to cure the violation within forty-eight (48) hours of WorkNet's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if WorkNet 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 any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to WorkNet's equipment. BellSouth will endeavor, but is not required, to provide notice to WorkNet prior to taking such action and shall have no liability to WorkNet for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.8.2 For purposes of this Section 5.8, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and WorkNet fails to take curative action within 48 hours then BellSouth will establish before the relevant state commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to WorkNet or, if subsequently necessary, the relevant state commission, must be supported

- with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, WorkNet shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 CFR 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Personalty and its Removal. Facilities and equipment placed by WorkNet in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by WorkNet at any time. Any damage caused to the Collocation Space by WorkNet's employees, agents or representatives during the removal of such property shall be promptly repaired by WorkNet at its expense.
- 5.10 Alterations. In no case shall WorkNet or any person acting on behalf of WorkNet 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 WorkNet. 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.
- 5.11 Janitorial Service. WorkNet shall be responsible for the general upkeep of the Collocation Space. WorkNet shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. 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 or federal regulatory agency impose procedures or intervals applicable to WorkNet that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Application for Space. WorkNet shall submit an application document when WorkNet or WorkNet's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.

- 6.2.1 Initial Application. For WorkNet or WorkNet's Guest(s) initial equipment placement, WorkNet 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 and the appropriate fees, described in Exhibit A, have been remitted. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in WorkNet's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 Subsequent Application. In the event WorkNet or WorkNet's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), WorkNet shall complete an Application document ("Subsequent Application") detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. 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 WorkNet 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, equipment additions, etc. The fee paid by WorkNet 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 WorkNet. 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 full Application Fee 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 WorkNet within 30 calendar days following WorkNet's receipt of a bill or invoice from BellSouth. The Subsequent 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 and the appropriate fees, described in Exhibit A, have been remitted.
- 6.3 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, and the space preparation fees, as described in Section 7. Also included

- will be an additional engineering fee, which recovers costs associated with provisioning WorkNet's request, including, but not limited to, work associated with building cable pairs and tie cable terminations, as ordered in the Application. When multiple applications are submitted in a state within a fifteen (15) business day 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 the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of WorkNet or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate WorkNet's Bona Fide Application as a result of changes requested by WorkNet to WorkNet's original application, then BellSouth will charge WorkNet a rate based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require WorkNet to resubmit the application with an Application Fee.
- 6.5 Bona Fide Firm Order. WorkNet shall indicate its intent to proceed with equipment installation in a BellSouth Premise by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when WorkNet has completed the Application/Inquiry process described in Section 6.2, preceding, has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth, and has remitted all appropriate fees included therein. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to WorkNet'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 WorkNet'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 WorkNet's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to WorkNet.
- 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 WorkNet must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date WorkNet desires access to the Collocation Space.
- 6.6 Construction and Provisioning Interval. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 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.
- 6.7 Joint Planning. Joint planning between BellSouth and WorkNet will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. 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 WorkNet during joint planning. BellSouth will complete design work related to work for which BellSouth is responsible following joint planning.
- 6.8 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.
- 6.9 Acceptance Walk Through. WorkNet and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by WorkNet. BellSouth will correct any deviations to WorkNet'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.

- 6.10 Use of BellSouth Certified Supplier. WorkNet shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. WorkNet and WorkNet's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, WorkNet must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide WorkNet with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing WorkNet'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 WorkNet upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill WorkNet directly for all work performed for WorkNet pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying WorkNet or any supplier proposed by WorkNet.
- 6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. WorkNet shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service WorkNet's Collocation Space. Upon request, BellSouth will provide WorkNet with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by WorkNet. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.12 Basic Telephone Service. Upon request of WorkNet, 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.
- 6.13 Virtual to Physical Collocation Transition. 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, WorkNet 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 WorkNet, such information will be provided to WorkNet in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to WorkNet within 180 calendar days of BellSouth's written denial of WorkNet's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) WorkNet was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then WorkNet 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. WorkNet 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.

6.14 Cancellation. If, at anytime, WorkNet cancels its order for the Collocation Space(s), WorkNet will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received in addition to any costs incurred by BellSouth as a direct result of canceling the order. In no event will the level of reimbursement under this paragraph exceed the maximum amount WorkNet would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.15 Licenses. WorkNet, 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.

6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

7.1 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. WorkNet shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date WorkNet first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In the event WorkNet opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to WorkNet as prescribed in Section 7.5.

7.2 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. WorkNet shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation

- apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date WorkNet first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In the event WorkNet opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to WorkNet as prescribed in Section 7.3.
- 7.3 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, 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. Additional engineering charges may apply as described in Section 6.3. In the event WorkNet opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to WorkNet as prescribed in Section 7.
- 7.4 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by WorkNet on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date WorkNet first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In the event WorkNet opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to WorkNet as described in Section 7.5.
- 7.5 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.6 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 recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, WorkNet shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, WorkNet 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 WorkNet's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, WorkNet 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 WorkNet first occupies the Collocation Space, whichever is sooner.
- 7.7 Power. BellSouth shall make available -48 Volt (-48V) DC power for WorkNet's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at WorkNet's option within the Premises.
- 7.7.1 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 WorkNet's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by WorkNet's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by WorkNet's BellSouth Certified power Supplier. WorkNet is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to WorkNet's equipment. 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 WorkNet must provide BellSouth a copy of the engineering power specification prior to the day on which WorkNet's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and WorkNet's arrangement area. WorkNet shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within WorkNet's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. WorkNet shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 7.7.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, WorkNet 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 WorkNet's dedicated power plant results in construction of a new power plant room, upon termination of WorkNet's right to occupy collocation space at such site, WorkNet shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 7.7.3 If WorkNet elects to install its own DC Power Plant, BellSouth shall provide AC power to feed WorkNet'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 WorkNet's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. WorkNet'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 WorkNet's option, WorkNet may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.8 Security Escort. A security escort will be required whenever WorkNet 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 6.5.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and WorkNet shall pay for such half-hour charges in the event WorkNet fails to show up.
- 7.9 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, WorkNet shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to WorkNet. 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.
- 7.10 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). WorkNet 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 WorkNet 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 Attachment and having a Best's Insurance Rating of A-.
- 8.2 WorkNet 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 WorkNet's real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 WorkNet may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 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 Attachment upon thirty (30) days notice to WorkNet 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 WorkNet 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 Attachment or until all WorkNet's property has been removed from BellSouth's Premises, whichever period is longer. If WorkNet fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from WorkNet.
- 8.5 WorkNet 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. WorkNet shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from WorkNet's insurance company.

WorkNet 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
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 8.6 WorkNet 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 WorkNet's net worth exceeds five hundred million dollars (\$500,000,000), WorkNet 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. WorkNet 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 WorkNet in the event that self-insurance status is not granted to WorkNet. If BellSouth approves WorkNet for self-insurance, WorkNet shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of WorkNet's corporate officers. The ability to self-insure shall continue so long as the WorkNet meets all of the requirements of this Section. If the WorkNet subsequently no longer satisfies this Section, WorkNet 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 Attachment upon thirty (30) days' notice to WorkNet 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 Attachment.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or WorkNet), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be

placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Inspections

- 10.1 BellSouth may conduct an inspection of WorkNet's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between WorkNet's equipment and equipment of BellSouth. BellSouth may conduct an inspection if WorkNet adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide WorkNet 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 3.4, preceding, or authorized agents of WorkNet will be permitted in the BellSouth Premises. WorkNet 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 WorkNet name. BellSouth reserves the right to remove from its premises any employee of WorkNet not possessing identification issued by WorkNet or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. WorkNet shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. WorkNet shall be solely responsible for ensuring that any Guest of WorkNet is in compliance with all subsections of this Section 11.
- 11.1.1 WorkNet will be required, at its own expense, to conduct a statewide investigation of criminal history records for each WorkNet employee being considered for work on the BellSouth Premises, for the states/counties where the WorkNet 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. This requirement will not apply if WorkNet has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the WorkNet employee seeking access, for the states/counties where the WorkNet employee has worked and lived for the past five years.

- 11.1.2 WorkNet 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 WorkNet shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. WorkNet shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any WorkNet personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that WorkNet chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, WorkNet may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 WorkNet shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.5 WorkNet shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premise was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each WorkNet employee requiring access to a BellSouth Premise pursuant to this Attachment, WorkNet 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, WorkNet will disclose the nature of the convictions to BellSouth at that time. In the alternative, WorkNet 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.
- 11.1.7 At BellSouth's request, WorkNet shall promptly remove from BellSouth's Premises any employee of WorkNet 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 WorkNet 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. BellSouth reserves the right to interview WorkNet'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 WorkNet's Security contact of such interview. WorkNet and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving WorkNet's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill WorkNet for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that WorkNet's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill WorkNet for BellSouth property which is stolen or damaged where an investigation determines the culpability of WorkNet's employees, agents, or contractors and where WorkNet agrees, in good faith, with the results of such investigation. WorkNet 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. WorkNet 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 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 WorkNet's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for WorkNet'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 WorkNet, 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. WorkNet 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 WorkNet's acceleration of the project increases the cost of the project, then those additional charges will be incurred by WorkNet. Where allowed and where practical, WorkNet may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, WorkNet shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for WorkNet's permitted use, until such Collocation Space is fully repaired and restored and WorkNet's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where WorkNet has placed an Adjacent Arrangement pursuant to Section 3.5, WorkNet shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

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

14. Nonexclusivity

- 14.1 WorkNet understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/WorkNet 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	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum) 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	\$8.86	
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 1) 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
PE1F2	2-fiber		\$12.10	\$55.46/\$39.18
PE1F4	4-fiber		\$21.75	\$66.71/\$50.43

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l 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
	2-wire			
	4-wire			
	DS-1			
	DS-3			
	2-fiber			
	4-fiber			
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure	Per linear ft.	\$.004	\$540.00
	Copper or Coaxial Cable Support Structure			
PE1AX	Security Access System Security System*	Per central office	\$52.00	
PE1A1	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		\$0.08	NA
PE1PF	4-Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2-Fiber Cross-Connect		\$32.02	NA
PE1B4	4-Fiber Cross-Connect		\$40.48	NA
AEH	Additional Engineering Fee	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

ALABAMA (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	\$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) **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

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, WorkNet may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC No. 1, Section 20.

EXHIBIT A: BELLSOUTH/WorkNet RATES – FLORIDA
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ	Space Preparation Fees			
PE1SK	Firm Order Processing	Per sq. ft.	\$2.58	\$1,211.00
PE1SL	Central Office Modifications	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless			
	Common Systems Modifications – Caged	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	\$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable		\$1,826.00
PE1PM	Cable Support Structure		\$21.66	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per amp	\$8.86	
PE1FD	120V AC Power single phase	Per breaker amp	\$5.62	
PE1FE	240V AC Power single phase	Per breaker amp	\$11.26	
PE1FG	120V AC Power three phase	Per breaker amp	\$16.88	
	277 AC Power three phase	Per breaker amp	\$38.98	
	Cross Connects (Note 1)			First/Add'l
	2-wire	Per cross connect	\$0.74	\$34.53/\$32.51
	4-wire	Per cross connect	\$1.48	\$34.54/\$32.53
	DS1	Per cross connect	\$1.29	\$54.15/\$40.94
	DS3	Per cross connect	\$17.48	\$53.28/\$39.65
	2-fiber	Per cross connect	\$2.96	\$53.28/\$39.66
	4-fiber	Per cross connect	\$5.66	\$66.08/\$52.47

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure Copper or Coaxial Cable Support Structure	Per linear ft.	\$.004	\$540.00
PE1AX	Security Access System Security System	Per premises	\$89.48	
PE1A1	New Access Card Activation	Per card	\$.06	\$56.03
PE1AA	Administrative change, existing card	Per card		\$15.71
PE1AR	Replace lost or stolen card	Per card		\$45.93
PE1SR	Space Availability Report	Per premises requested		\$2,168.00
	POT Bay (Note 2)		NA	NA
AEH	Additional Engineering Fee	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
PE1BQ	Security Escort Basic Time	Per ¼ hour	NA	\$10.89
PE1OQ	Overtime		NA	\$13.64
PE1PQ	Premium Time		NA	\$16.40

Note(s):

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

- (1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, WorkNet may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the appropriate BellSouth tariff.
- (2) **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 WorkNet to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

EXHIBIT A: BELLSOUTH/WorkNet 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	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per sq. ft.	NA	\$100.00
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1CW	Welded Wire-mesh	Per first 100 sq. ft.	\$170.64	NA
	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	
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 1) 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

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure Copper or Coaxial Cable Support Structure	Per linear ft.	\$.004	\$540.00
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	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
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	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

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

- (1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, WorkNet may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC No. 1, Section 20.

EXHIBIT A: BELLSOUTH/WorkNet 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	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees			\$1,211.00
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.58	
PE1SL	Central Office Modifications*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless*	Per cage	\$100.66	
	Common Systems Modifications – Caged*			
PE1BW	Space Enclosure (100 sq. ft. minimum)	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	Per amp	\$8.86	
PE1FB	-48V DC Power*	Per breaker amp	\$5.50	ICB
PE1FD	120V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	240V AC Power single phase*	Per breaker amp	\$16.50	ICB
PE1FG	120V AC Power three phase*	Per breaker amp	\$38.20	ICB
	277 AC Power three phase*			
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.31	\$54.21/\$51.07
PE1P1	4-wire		\$0.62	\$54.23/\$50.96
PE1P3	DS-1		\$1.92	\$99.23/\$69.15
PE1F2	DS-3		\$39.94	\$97.48/\$66.90
PE1F4	2-fiber		\$15.64	\$41.56/\$29.82
	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	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure Copper or Coaxial Cable Support Structure	Per linear ft.	\$.004	\$540.00
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	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
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.06	NA
PE1PF	4-Wire Cross-Connect		\$0.15	NA
PE1PG	DS1 Cross-Connect		\$0.58	NA
PE1PH	DS3 Cross-Connect		\$4.51	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$56.09/\$31.99
PE1OT	Overtime		NA	\$67.75/\$39.00
PE1PT	Premium Time		NA	\$79.41/\$46.01
AEH	Additional Engineering Fee	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) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, WorkNet may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC No. 1, Section 20.

EXHIBIT A: BELLSOUTH/WorkNet RATES – LOUISIANA
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	\$4,910.00
PE1CA	Subsequent Application Fee	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees			\$1,211.00
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.58	
PE1SL	Central Office Modifications*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless*	Per cage	\$100.66	
	Common Systems Modifications – Caged*			
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$197.55	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.07	NA
PE1PJ	Floor Space	Per sq. ft.	\$4.01	NA
PE1BD	Cable Installation	Per cable	NA	\$1,706.00 Disconnect charge \$36.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.05	NA
PE1PL	Power	Per amp	\$8.86	
PE1FB	-48V DC Power*	Per breaker amp	\$5.50	ICB
PE1FD	120V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	240V AC Power single phase*	Per breaker amp	\$16.50	ICB
PE1FG	120V AC Power three phase*	Per breaker amp	\$38.20	ICB
	277 AC Power three phase*			
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.26	\$23.04/\$22.11
PE1P1	4-wire		\$0.52	\$23.23/\$22.24
PE1P3	DS-1		\$2.03	\$43.61/\$30.60
	DS-3		\$36.27	\$41.46/\$29.20

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects (continued) 2-fiber 4-fiber	Per cross connect	\$19.13 \$34.38	First/Add'l \$41.07/\$29.63 \$49.81/\$38.37
	2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber			Disconnect Charges First/Add'l \$9.48/\$8.54 \$9.53/\$8.55 \$9.56/\$8.63 \$11.06/\$8.86 \$12.84/\$10.29 \$16.75/\$14.20
PE1ES PE1DS	Co-Carrier Cross-Connect Fiber Cable Support Structure Copper or Coaxial Cable Support Structure	Per linear ft. Per linear ft.	\$.003 \$.004	\$540.00 \$540.00
PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card	Per premises 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	\$0.0776 \$0.1552 \$0.6406 \$4.75 \$47.44 \$63.97	NA NA NA NA NA NA
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

LOUISIANA (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	\$32.35/\$19.95
PE1OT	Overtime		NA	\$40.50/\$25.00
PE1PT	Premium Time		NA	\$48.66/\$30.05

Note(s):

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

- (1) **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	\$24.92/\$23.99	\$10.56/\$9.62
4-wire	\$25.11/\$24.12	\$10.61/\$9.63
DS-1	\$45.49/\$32.48	\$10.64/\$9.71
DS-3	\$43.34/\$31.08	\$12.14/\$9.94

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, WorkNet may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC No. 1, Section 20.

EXHIBIT A: BELLSOUTH/WorkNet 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	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees			
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.58	\$1,211.00
PE1SL	Central Office Modifications*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless*			
	Common Systems Modifications – Caged*	Per cage	\$100.66	
PE1BW	Space Enclosure(100 sq. ft. minimum)	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	Per amp	\$8.86	
PE1FB	-48V DC Power*	Per breaker amp	\$5.50	ICB
PE1FD	120V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	240V AC Power single phase*	Per breaker amp	\$16.50	ICB
PE1FG	120V AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	277 AC Power three phase*			
PE1P4	Cross Connects (Note 1)	Per cross connect		First/Add'l
	2-wire		\$.3996	\$30.93/\$29.59
	4-wire		\$.7992	\$31.17/\$29.77

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P3	DS-1		\$2.90	\$60.42/\$41.68
PE1F2	DS-3		\$53.31	\$57.45/\$39.81
PE1F4	2-fiber		\$15.64	\$41.56/\$29.82
	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
PE1ES	Co-Carrier Cross-Connect			
PE1DS	Fiber Cable Support Structure	Per linear ft.	\$.003	\$540.00
	Copper or Coaxial Cable Support Structure	Per linear ft.	\$.004	\$540.00
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	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
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.1195	NA
PE1PG	4-Wire Cross-Connect		\$0.2389	NA
PE1PH	DS1 Cross-Connect		\$0.9862	NA
PE1B2	DS3 Cross-Connect		\$5.81	NA
PE1B4	2 Fiber Cross-Connect		\$38.79	NA
	4 Fiber Cross-Connect		\$52.31	NA
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

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

Note(s):

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

- (1) **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		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	

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, WorkNet may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC No. 1, Section 20.

EXHIBIT A: BELLSOUTH/WorkNet 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	Per request	NA	\$1,600.00 Minimum
	Space Preparation Fees			
	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 (100 sq. ft. minimum)			
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 1)	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	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure Copper or Coaxial Cable Support Structure	Per linear ft.	\$.004	\$540.00
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	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
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.10	NA
PE1PF	4-Wire Cross-Connect		\$0.19	NA
PE1PG	DS1 Cross-Connect		\$0.79	NA
PE1PH	DS3 Cross-Connect		\$4.85	NA
PE1B2	2 Fiber Cross-Connect		\$39.67	NA
PE1B4	4 Fiber Cross-Connect		\$53.49	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$42.92/\$25.56
PE1OT	Overtime		NA	\$54.51/\$32.44
PE1PT	Premium Time		NA	\$66.10/\$39.32
AEH	Additional Engineering Fee	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/WorkNet RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

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

- (1) **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

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, WorkNet may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC No. 1, Section 20.

EXHIBIT A: BELLSOUTH/WorkNet 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	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees			\$1,211.00
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.58	
PE1SL	Central Office Modifications*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless*	Per cage	\$100.66	
	Common Systems Modifications – Caged*			
PE1BW	Space Enclosure (100 sq. ft. minimum)	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	Per amp	\$8.86	
PE1FB	-48V DC Power*	Per breaker amp	\$5.50	ICB
PE1FD	120V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	240V AC Power single phase*	Per breaker amp	\$16.50	ICB
PE1FG	120V AC Power three phase*	Per breaker amp	\$38.20	ICB
	277 AC Power three phase*			
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire		\$3.648	\$41.50/\$38.94
PE1P1	4-wire		\$7.297	\$41.56/\$38.90
PE1P3	DS-1		\$2.70	\$70.79/\$50.78
PE1F2	DS-3		\$49.24	\$69.60/\$49.14
PE1F4	2-fiber		\$15.06	\$69.28/\$48.89
	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	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure Copper or Coaxial Cable Support Structure	Per linear ft.	\$.004	\$540.00
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	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
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.1091	NA
PE1PF	4-Wire Cross-Connect		\$0.2181	NA
PE1PG	DS1 Cross-Connect		\$0.9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$43.00/\$25.57
PE1OT	Overtime		NA	\$54.62/\$32.46
PE1PT	Premium Time		NA	\$66.24/\$39.35
AEH	Additional Engineering Fee	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/WorkNet RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

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

- (1) **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

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, WorkNet may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the FCC No. 1, Section 20.

EXHIBIT A: BELLSOUTH/WorkNet 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	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees			\$1,211.00
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.58	
PE1SL	Central Office Modifications*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless*			
	Common Systems Modifications – Caged*	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum)	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	\$8.86	
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 1)	Per cross connect		First/Add'l
	2-wire		\$0.30	\$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	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure Copper or Coaxial Cable Support Structure	Per linear ft.	\$.004	\$540.00
PE1AX	Security Access System Security System	Per premises	\$52.00	
PE1A1	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
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
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
AEH	Additional Engineering Fee	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) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, WorkNet may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the FCC No. 1, Section 20.

EXHIBIT B**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 WorkNet 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 WorkNet 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. WorkNet should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for WorkNet to follow when working at a BellSouth Premise (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. WorkNet will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by WorkNet when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the WorkNet space with proper notification. BellSouth reserves the right to stop any WorkNet 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 WorkNet are owned by WorkNet. WorkNet 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 WorkNet or different hazardous materials used by WorkNet at BellSouth Facility. WorkNet 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 Premise, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by WorkNet to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and WorkNet 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 WorkNet will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, WorkNet 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 BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and WorkNet 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, WorkNet 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. WorkNet further agrees to cooperate with BellSouth to ensure that WorkNet'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 WorkNet, 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)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<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)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<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	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<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)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	<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	Compliance with all applicable local,	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050

	state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> • 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

FLORIDA PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when WorkNet is occupying the Collocation Space as a sole occupant or as a Host within a Premise location in Florida pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

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

- 1.2 Right to Occupy. BellSouth shall offer to WorkNet 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 Attachment, BellSouth allows WorkNet to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by WorkNet and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices (Cos) and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than the BellSouth Premises shall be negotiated upon request for collocation at such location(s). The size specified by WorkNet may contemplate a request for space sufficient to accommodate WorkNet's growth within an eighteen-month period.

- 1.2.1 Space Reclamation. In the event of space exhaust within a CO Premise, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the CO Premises. WorkNet will be responsible for any justification of unutilized space within its space, if such justification is required by the Florida Public Service Commission ("Florida PSC").

- 1.3 Use of Space. WorkNet shall use the Collocation Space for the purposes of installing, maintaining and operating WorkNet's equipment (to include testing and monitoring equipment) that is directly related to and thus necessary, required or indispensable to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, WorkNet may at its option, place WorkNet-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, WorkNet 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 WorkNet pursuant to Section 5.5

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. WorkNet agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.5 Due Dates. If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.
- 1.6 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Notification

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit WorkNet to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons. BellSouth will respond to an application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premise.
- 2.2 Reporting. Upon request from WorkNet, 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 WorkNet 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 NECA Tariff FCC No. 4.
 - 2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premise 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 WorkNet and inform WorkNet of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying WorkNet that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow WorkNet, 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 USC § 251(c)(6).
- 2.5 Waiting List. In accordance with the applicable Order of the Florida Commission, 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. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. WorkNet must submit an updated, complete, and correct application to BellSouth within 30 business days of such notification or notify BellSouth in writing within that time that WorkNet 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 WorkNet 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 WorkNet from the waiting list. Upon request, BellSouth will advise WorkNet 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 COs that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a CO 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 or federal regulatory agency impose procedures or intervals applicable to WorkNet that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow WorkNet to collocate WorkNet's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow

- WorkNet to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where WorkNet'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, WorkNet 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. BellSouth shall construct enclosures in compliance with WorkNet's collocation request. At WorkNet's request, BellSouth shall permit WorkNet 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 WorkNet subcontracts the construction, WorkNet must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at WorkNet'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, WorkNet and WorkNet's BellSouth Certified Contractor must comply with the more stringent local building code requirements. WorkNet'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 WorkNet and provide, at WorkNet's expense, the documentation, including architectural drawings, necessary for WorkNet to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to WorkNet the costs of providing the documentation. The BellSouth Certified Contractor shall bill WorkNet directly for all work performed for WorkNet pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. WorkNet 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 WorkNet's locked enclosure prior to notifying WorkNet.
- 3.3.1 BellSouth may elect to review WorkNet's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. WorkNet shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews WorkNet's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review WorkNet's plans and specifications prior to

- construction, WorkNet will be entitled to request BellSouth to review; and in the event WorkNet does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require WorkNet to remove or correct within seven (7) calendar days at WorkNet's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.4 Shared (Subleased) Caged Collocation. WorkNet may allow other telecommunications carriers to share WorkNet's caged collocation arrangement pursuant to terms and conditions agreed to by WorkNet ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. WorkNet 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 WorkNet that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and WorkNet.
- 3.4.1 WorkNet shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs based on the number of collocators and space used by each. 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 equipment placement, unbundled network elements and other services, regardless of whether the Host or Guest was the original collocator.
- 3.4.2 WorkNet 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 WorkNet'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 permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises property 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 WorkNet and in conformance with BellSouth's design and construction specifications. Further, WorkNet shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms

and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.

- 3.5.1 Should WorkNet elect such option, WorkNet 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, WorkNet and WorkNet's BellSouth Certified Contractor must comply with the more stringent local building code requirements. WorkNet's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. WorkNet's BellSouth Certified Contractor shall bill WorkNet directly for all work performed for WorkNet pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. WorkNet 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 WorkNet's locked enclosure prior to notifying WorkNet.
- 3.5.2 WorkNet must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review WorkNet's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews WorkNet's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review WorkNet's plans and specifications prior to construction, WorkNet will be entitled to request BellSouth to review; and in the event WorkNet does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require WorkNet to remove or correct within seven (7) calendar days at WorkNet's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications
- 3.5.3 WorkNet 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 WorkNet'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. WorkNet's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

4. Occupancy

4.1 Commencement Date. The “Commencement Date” shall be the day WorkNet's equipment becomes operational as described in Section 4.2, following.

4.2 Occupancy. BellSouth will notify WorkNet in writing that the Collocation Space is ready for occupancy. WorkNet 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, WorkNet's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:

4.3.1 WorkNet may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

4.3.2 Upon termination of such occupancy, WorkNet at its expense shall remove its equipment and other property from the Collocation Space. WorkNet shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of WorkNet's Guests; provided, however, that WorkNet shall continue payment of monthly fees to BellSouth until such date as WorkNet has fully vacated the Collocation Space. Should WorkNet or WorkNet's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of WorkNet or WorkNet's Guest at WorkNet's expense and with no liability for damage or injury to WorkNet or WorkNet's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of WorkNet's right to occupy Collocation Space, WorkNet shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by WorkNet except for ordinary wear and tear, unless otherwise agreed to by the Parties. WorkNet shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), 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 that is directly related to and thus necessary, required or indispensable for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

- 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 WorkNet shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that WorkNet submits an application for terminations that exceed the total capacity of the collocated equipment, WorkNet will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.1.3 WorkNet 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.
- 5.1.4 WorkNet shall place a plaque or other identification affixed to WorkNet's equipment necessary to identify WorkNet's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. WorkNet may elect to place WorkNet-owned or WorkNet-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection 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. WorkNet will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. WorkNet 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 WorkNet's equipment in the Collocation Space. In the event WorkNet utilizes a non-metallic, riser-type entrance facility, a splice will not be required. WorkNet must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. WorkNet is responsible for maintenance of the entrance facilities. At WorkNet's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities shall be used between the adjacent collocation arrangement and the central office termination point.

- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premise where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide WorkNet 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 WorkNet'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. WorkNet may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another WorkNet collocation arrangement within the same BellSouth Premises. WorkNet must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to WorkNet-provided riser cable.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between WorkNet'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. WorkNet shall be responsible for providing, and a supplier certified by BellSouth ("WorkNet's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. WorkNet or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.3, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At WorkNet'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. WorkNet must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.4 WorkNet's Equipment and Facilities. WorkNet, or if required by this Attachment, WorkNet'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 WorkNet which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. WorkNet and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.5 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, WorkNet may directly connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by WorkNet or through BellSouth facilities of a type designated by WorkNet, at WorkNet's option. Such connections may be made using either optical or electrical facilities. WorkNet 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.
- 5.5.1 If WorkNet requests a non-contiguous co-carrier cross-connect after the initial installation, WorkNet must submit an application. The applicable nonrecurring fee in Exhibit A shall apply in lieu of any application fee. WorkNet shall use a BellSouth Certified Supplier to place the co-carrier cross-connect or may request that BellSouth place the cross-connect. If BellSouth performs the work, it shall be via a cross-connect and the appropriate cross-connect charges shall apply. Cable support charges shall be assessed per linear foot of support structure used.
- 5.5.2 If WorkNet requests a contiguous co-carrier cross-connect after the initial installation, no application fee is required. However, WorkNet must inform BellSouth, prior to commencing work, of the type of work to be performed and the duration of such work. WorkNet must use a BellSouth Certified Supplier to perform this work or may request that BellSouth perform the work. If BellSouth performs the work, it shall be via a cross-connect and the appropriate cross-connect charges shall apply.
- 5.6 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 notice to WorkNet at least 48 hours before access to the Collocation Space is required. WorkNet may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that WorkNet will not bear any of the expense associated with this work.
- 5.7 Access. Pursuant to Section 11, WorkNet shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. WorkNet 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 WorkNet or WorkNet'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. WorkNet agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of WorkNet employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with WorkNet or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.7.1 Lost or Stolen Access Keys. WorkNet shall notify BellSouth in writing within 24 hours of becoming aware 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), WorkNet shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, WorkNet shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of WorkNet violates the provisions of this paragraph, BellSouth shall give written notice to WorkNet, which notice shall direct WorkNet to cure the violation within forty-eight (48) hours of WorkNet's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if WorkNet 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 any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to WorkNet's equipment. BellSouth will endeavor, but is not required, to provide notice to WorkNet prior to taking such action and shall have no liability to WorkNet for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.8.2 For purposes of this Section 5.8, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and WorkNet fails to take curative action within 48 hours then BellSouth will establish before the Florida PSC that the technology deployment is causing the significant degradation. Any claims of network harm presented to WorkNet or, if subsequently necessary, the Florida PSC, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services,

- WorkNet shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 CFR 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Personalty and its Removal. Facilities and equipment placed by WorkNet in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by WorkNet at any time. Any damage caused to the Collocation Space by WorkNet's employees, agents or representatives during the removal of such property shall be promptly repaired by WorkNet at its expense.
- 5.10 Alterations. In no case shall WorkNet or any person acting on behalf of WorkNet 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 WorkNet. 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.
- 5.11 Janitorial Service. WorkNet shall be responsible for the general upkeep of the Collocation Space. WorkNet shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. 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 or federal regulatory agency impose procedures or intervals applicable to WorkNet that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Application for Space. WorkNet shall submit an application document when WorkNet or WorkNet's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.2.1 Initial Application. For WorkNet or WorkNet's Guest(s) initial equipment placement, WorkNet 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 and the appropriate fees, described in Exhibit A, have been remitted. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in WorkNet's Collocation Space(s) and an estimate of the amount of square footage required.

6.2.2 Subsequent Application. In the event WorkNet or WorkNet's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), WorkNet shall complete an Application document ("Subsequent Application") detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. 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 WorkNet 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, equipment additions, etc. The fee paid by WorkNet 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 WorkNet. 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 full Application Fee 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 WorkNet within 30 calendar days following WorkNet's receipt of a bill or invoice from BellSouth. The Subsequent 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 and the appropriate fees, described in Exhibit A, have been remitted.

6.3 Application Response. Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premise. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable WorkNet to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, and the space preparation fees, as described in Section 7. Also included will be an additional engineering fee, which recovers costs associated with provisioning WorkNet's request, including, but not limited to, work associated with building cable pairs and tie cable

- terminations, as ordered in the application. When WorkNet submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) applications or fraction thereof.
- 6.4 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of WorkNet or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate WorkNet's Bona Fide Application as a result of changes requested by WorkNet to WorkNet's original application, then BellSouth will charge WorkNet a rate based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require WorkNet to resubmit the application with an Application Fee.
- 6.5 Bona Fide Firm Order. WorkNet shall indicate its intent to proceed with equipment installation in a BellSouth Premise by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when WorkNet has completed the Application/Inquiry process described in Section 6.2, preceding, has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth, and has remitted all appropriate fees included therein. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to WorkNet's Bona Fide Application or WorkNet forfeits its requested space.
- 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 WorkNet'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 WorkNet's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to WorkNet.
- 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 WorkNet must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date WorkNet desires access to the Collocation Space.

- 6.6 Construction and Provisioning Interval. BellSouth will use best efforts to complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For Augmentations, BellSouth will use best efforts to complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and WorkNet cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 6.7 Joint Planning. Joint planning between BellSouth and WorkNet will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. 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 WorkNet during joint planning. BellSouth will complete design work related to work for which BellSouth is responsible following joint planning.
- 6.8 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.
- 6.9 Acceptance Walk Through. WorkNet and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by WorkNet. BellSouth will correct any deviations to WorkNet'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.
- 6.10 Use of BellSouth Certified Supplier. WorkNet shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. WorkNet and WorkNet's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, WorkNet must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide WorkNet with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing WorkNet'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 WorkNet upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill WorkNet directly for all work performed for WorkNet pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying WorkNet or any supplier proposed by WorkNet.

- 6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. WorkNet shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service WorkNet's Collocation Space. Upon request, BellSouth will provide WorkNet with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by WorkNet. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.12 Basic Telephone Service. Upon request of WorkNet, 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.
- 6.13 Virtual to Physical Collocation Transition. 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, WorkNet may transition its virtual collocation arrangements to physical collocation arrangements. For transitions to cageless with no physical changes WorkNet may elect to have the equipment stay in place in the line-up, in which case no application fees shall apply, but WorkNet shall pay a charge for the administrative, billing, and engineering record updates, at the rates set forth in Exhibit A of this Agreement. If any additional equipment, space, or work is required BellSouth may require that the arrangement be moved. Such decision shall be in BellSouth's sole but reasonable discretion. Conversions from virtual to caged physical collocation will require that the arrangement be relocated. If additional equipment, space, or work is required, or if a conversion is from virtual to caged physical collocation, in addition to the charges referenced above, an application fee will apply. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by WorkNet, such information will be provided to WorkNet in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to WorkNet within 180 calendar days of BellSouth's written denial of WorkNet's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) WorkNet was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then WorkNet 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. WorkNet 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.
- 6.14 Cancellation. If, at anytime, WorkNet cancels its order for the Collocation Space(s), WorkNet will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received in addition to any costs incurred by BellSouth as a direct result of canceling the order. In no event will the level of reimbursement under this

paragraph exceed the maximum amount WorkNet would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

- 6.15 Licenses. WorkNet, 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.
- 6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

- 7.1 Space Preparation. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. WorkNet shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date WorkNet first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In the event WorkNet opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to WorkNet as prescribed in Section 7.3.
- 7.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.3 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 recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, WorkNet shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, WorkNet 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 WorkNet's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, WorkNet 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 WorkNet first occupies the Collocation Space, whichever is sooner.

- 7.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for WorkNet's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at WorkNet's option within the Premises.
- 7.4.1 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 WorkNet's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by WorkNet's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by WorkNet's BellSouth Certified power Supplier. WorkNet is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to WorkNet's equipment. 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 WorkNet must provide BellSouth a copy of the engineering power specification prior to the day on which WorkNet's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and WorkNet's arrangement area. WorkNet shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within WorkNet's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. WorkNet shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 7.4.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, WorkNet 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 WorkNet's dedicated power plant results in construction of a new power plant room, upon termination of WorkNet's right to occupy collocation space at such site, WorkNet shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 7.4.3 If WorkNet elects to install its own DC Power Plant, BellSouth shall provide AC power to feed WorkNet'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 WorkNet's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for

Adjacent Collocation. WorkNet'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 WorkNet's option, WorkNet may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.5 Security Escort. A security escort will be required whenever WorkNet 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 6.5.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and WorkNet shall pay for such half-hour charges in the event WorkNet fails to show up.

7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). WorkNet 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 WorkNet 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 Attachment and having a Best's Insurance Rating of A-.

8.2 WorkNet 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 WorkNet's real and personal property situated on or within BellSouth's CO location(s).

- 8.2.4 WorkNet may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 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 Attachment upon thirty (30) days notice to WorkNet 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 WorkNet 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 Attachment or until all WorkNet's property has been removed from BellSouth's Premises, whichever period is longer. If WorkNet fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from WorkNet.
- 8.5 WorkNet 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. WorkNet shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from WorkNet's insurance company. WorkNet 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
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 8.6 WorkNet 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 WorkNet's net worth exceeds five hundred million dollars (\$500,000,000), WorkNet 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. WorkNet 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 WorkNet in the event that self-insurance status is not granted to WorkNet. If BellSouth approves WorkNet for self-insurance, WorkNet shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of WorkNet's corporate officers. The ability to self-insure shall continue so long as the WorkNet meets all of the requirements of this Section. If the WorkNet subsequently no

longer satisfies this Section, WorkNet 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 Attachment upon thirty (30) days' notice to WorkNet 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 Attachment.

9. Mechanics Liens

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

10. Inspections

- 10.1 BellSouth may conduct an inspection of WorkNet's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between WorkNet's equipment and equipment of BellSouth. BellSouth may conduct an inspection if WorkNet adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide WorkNet 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 3.4, preceding, or authorized agents of WorkNet will be permitted in the BellSouth Premises. WorkNet 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 WorkNet name. BellSouth reserves the right to remove from its premises any employee of WorkNet not possessing identification issued by WorkNet or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. WorkNet shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. WorkNet shall be solely responsible for ensuring that any Guest of WorkNet is in compliance with all subsections of this Section 11.

- 11.1.1 WorkNet will be required, at its own expense, to conduct a statewide investigation of criminal history records for each WorkNet employee being considered for work on the BellSouth Premises, for the states/counties where the WorkNet 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. This requirement will not apply if WorkNet has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the WorkNet employee seeking access, for the states/counties where the WorkNet employee has worked and lived for the past five years.
- 11.1.2 WorkNet 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 WorkNet shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. WorkNet shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any WorkNet personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that WorkNet chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, WorkNet may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 WorkNet shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.5 WorkNet shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 11.1.6 For each WorkNet employee requiring access to a BellSouth Premise pursuant to this Attachment, WorkNet 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, WorkNet will disclose the nature of the convictions to BellSouth at that time. In the alternative, WorkNet 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.
- 11.1.7 At BellSouth's request, WorkNet shall promptly remove from BellSouth's Premises any employee of WorkNet 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 WorkNet 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. BellSouth reserves the right to interview WorkNet'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 WorkNet's Security contact of such interview. WorkNet and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving WorkNet's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill WorkNet for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that WorkNet's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill WorkNet for BellSouth property which is stolen or damaged where an investigation determines the culpability of WorkNet's employees, agents, or contractors and where WorkNet agrees, in good faith, with the results of such investigation. WorkNet 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. WorkNet 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 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 WorkNet's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for WorkNet'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 WorkNet, 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. WorkNet 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 WorkNet's acceleration of the project increases the cost of the project, then those additional charges will be incurred by WorkNet. Where allowed and where practical, WorkNet may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, WorkNet shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for WorkNet's permitted use, until such Collocation Space is fully repaired and restored and WorkNet's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where WorkNet has placed an Adjacent Arrangement pursuant to section 3.5, WorkNet shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

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

14. Nonexclusivity

- 14.1 WorkNet understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/WorkNet RATES – FLORIDA
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ	Space Preparation Fees			
PE1SK	Firm Order Processing			\$1,211.00
PE1SL	Central Office Modifications	Per sq. ft.	\$2.58	
PE1SM	Common Systems Modifications – Cageless	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Caged	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1CW	Wire Cage	Per first 100 sq. ft.	\$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	\$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable		\$1,826.00
PE1PM	Cable Support Structure		\$21.66	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per amp	\$8.86	
PE1FD	120V AC Power single phase	Per breaker amp	\$5.62	
PE1FE	240V AC Power single phase	Per breaker amp	\$11.26	
PE1FG	120V AC Power three phase	Per breaker amp	\$16.88	
PE1FG	277 AC Power three phase	Per breaker amp	\$38.98	
	Cross Connects (Note 1)			First/Add'l
	2-wire	Per cross connect	\$0.74	\$34.53/\$32.51
	4-wire	Per cross connect	\$1.48	\$34.54/\$32.53
	DS1	Per cross connect	\$1.29	\$54.15/\$40.94
	DS3	Per cross connect	\$17.48	\$53.28/\$39.65
	2-fiber	Per cross connect	\$2.96	\$53.28/\$39.66
	4-fiber	Per cross connect	\$5.66	\$66.08/\$52.47

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure Copper or Coaxial Cable Support Structure	Per linear ft.	\$.004	\$540.00
PE1AX	Security Access System Security System	Per premises	\$89.48	
PE1A1	New Access Card Activation	Per card	\$.06	\$56.03
PE1AA	Administrative change, existing card	Per card		\$15.71
PE1AR	Replace lost or stolen card	Per card		\$45.93
PE1SR	Space Availability Report	Per premises requested		\$2,168.00
	POT Bay (Note 2)		NA	NA
AEH	Additional Engineering Fee	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
PE1BQ	Security Escort Basic Time	Per ¼ hour	NA	\$10.89
PE1OQ	Overtime		NA	\$13.64
PE1PQ	Premium Time		NA	\$16.40

Item	Nonrecurring Rate	Monthly Rate	USOC
Virtual-to-Physical Collocation Transition (interim rates)			
Per customer request - Voice Grade	\$33.00	NA	PE1BV
- Per voice grade circuits reconfigured	\$23.00	NA	PE1BR
Per customer request - DS0	\$33.00	NA	PE1BO
- Per DS0 circuit reconfigured	\$23.00	NA	PE1BP

Per customer request - DS1	\$52.00	NA	PE1B1
- Per DS1 circuit reconfigured	\$33.00	NA	PE1BS
Per customer request - DS3	\$52.00	NA	PE1B3
- Per DS3 circuit reconfigured	\$37.00	NA	PE1BE
For cable pairs assigned to collocation space Per 700 cable pairs, or fraction thereof	\$592.00	NA	PE1B7

Note(s):

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

- (1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, WorkNet may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the appropriate BellSouth tariff.
- (2) **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 WorkNet to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

EXHIBIT B**ENVIRONMENTAL AND SAFETY
PRINCIPLES**

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

GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and WorkNet 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 WorkNet 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. WorkNet should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for WorkNet to follow when working at a BellSouth Premise (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. WorkNet will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by WorkNet when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the WorkNet space with proper notification. BellSouth reserves the right to stop any WorkNet 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 WorkNet are owned by

WorkNet. WorkNet 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 WorkNet or different hazardous materials used by WorkNet at BellSouth Facility. WorkNet 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 Premise, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by WorkNet to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and WorkNet 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 WorkNet will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, WorkNet 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 BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and WorkNet 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.

CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, WorkNet 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. WorkNet further agrees to cooperate with BellSouth to ensure that WorkNet'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 WorkNet, 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)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<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)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<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	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<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)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA

	Protection of BST employees and equipment	Standard) <ul style="list-style-type: none"> • 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

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.

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