

EXECUTIVE SUMMARY
of
BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc. (“PNC”)
Adoption of
BellSouth/ DIECA Communications, Inc. d/b/a Covad Communications Company (“DIECA”)
Standard Interconnection Agreement

Agreement Effective Date: January 26, 2000	Agreement Expiration Date: November 30, 2000
Negotiator: David Hitt	Negotiator Tel No: (404) 927-7518
Location of Executive Summary:	Location of Agreement and Amendment(s):

Please be advised that the above named CLEC has adopted the BellSouth/DIECA Standard Interconnection agreement in its entirety for the States of Kentucky and Tennessee with the exception of:

- Attachment 4 – Collocation
- Attachment 11, all rate exhibits save KY & TN
- Amendments, executed 2/22/99 for rate true-ups in AL & SC
- “Interim Amendment”, executed 11/5/99, pertaining to collocation
- “Second Interim Amendment”, executed 11/5/99, pertaining to collocation

PNC has entered into a separate Physical Collocation Stand Alone Agreement for the States of KY & TN



AGREEMENT

This Agreement, which shall become effective as of the 26th day of January, 2000, is entered into by and between BroadSpan Communications, Inc., d/b/a Primary Network Communications, Inc. ("PNC"), a Missouri corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, PNC has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA") dated December 1, 1998 for the state(s) of Kentucky and Tennessee; and

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

1. With the exception of the second "Whereas" clause at the beginning of the General Terms & Conditions – Part A; and, with the exception of Attachment 4 – Physical Collocation; and, with the exception of Attachment 11, Exhibit 1 – AL, and with the exception of Attachment 11, Exhibit 2 – FL, and with the exception of Attachment 11, Exhibit 3 – GA, and with the exception of Attachment 11, Exhibit 5 – LA, and with the exception of Attachment 11, Exhibit 6 – MS, and with the exception of Attachment 11, Exhibit 7 – NC, and with the exception of Attachment 11, Exhibit 8 – SC; and, with the exception of the amendment executed between DIECA and BellSouth, effective 2/22/99, pertaining to true-up provisions for the state of Alabama; and with the exception of the amendment executed between DIECA and BellSouth, effective 2/22/99, pertaining to true-up provisions for the state of South Carolina; and, with the exception of the "Interim" amendment executed between DIECA and BellSouth, effective 11/5/99, pertaining to collocation provisions; and, with the exception of the "Second Interim" amendment executed between DIECA and BellSouth, effective 11/5/99, pertaining to collocation provisions, PNC and BellSouth shall adopt in its entirety the DIECA Interconnection Agreement dated December 1, 1998 and any and all amendments not previously excluded in this Section herein to said agreement executed and approved by the appropriate state regulatory

commission as of the date of the execution of this Agreement. The DIECA Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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Amendment dated 02/22/1999 – Local Traffic	2
Amendment dated 02/22/1999 – AL & SC Trueup	46
Amendment dated 04/12/1999 – OSS	3
Amendment dated 09/30/1999 – UCL	4
Amdmt dated 11/05/1999 –Second Interim Collocation	4
Amdmt dated 11/05/1999 – Interim	5
TOTAL	432

2. The Parties further agree to replace the second “Whereas” clause at the beginning of the General Terms & Conditions – Part A with the following:

“WHEREAS, PNC is or seeks to become a competitive local exchange telecommunications company (“CLEC”) authorized to provide telecommunications services in the state(s) of Kentucky; and Tennessee; and”

3. In the event that PNC 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 PNC under this Agreement.

4. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 2 of the

General Terms and Conditions of the DIECA Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the General Terms and Conditions of the DIECA Interconnection Agreement, the effective date shall be **December 1, 1998**.

5. PNC shall accept and incorporate any amendments to the DIECA Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

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

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

BroadSpan Communications, Inc.
D/b/a Primary Network Communications, Inc.
11756 Borman Drive
Suite 101
St. Louis, MO 63146
PH: (314) 214-0099
Attn: Ms. Sue Butler

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.

BroadSpan Communications, Inc.
D/b/a Primary Network
Communications, Inc.

On File
Signature

On File
Signature

Jerry D. Hendrix
Name

Richard S. Phillips
Name

Sr. Director – Interconnection Svcs
Title

President
Title

1/26/00
Date

1/21/00
Date

EXHIBIT 1

**AMENDMENT
TO THE
AGREEMENT BETWEEN
BROADSPAN COMMUNICATIONS, INC.
d/b/a PRIMARY NETWORK COMMUNICATIONS, INC.
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED January 26, 2000**

Pursuant to this Agreement, (the "Amendment"), BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc. ("PNC"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated 1/26/00 ("Agreement").

WHEREAS, BellSouth and PNC entered into an Interconnection Agreement on 1/26/00, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to amend the Agreement by establishing a new Attachment 13 containing provisions for BellSouth's Disaster Recovery Plan, incorporated herein as Exhibit 1.
2. All of the other provisions of the Agreement, dated 1/26/00, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**BroadSpan Communications, Inc.
d/b/a Primary Network Communications, Inc.**

BellSouth Telecommunications, Inc.

By: Signature on File

By: Signature on File

Name: Susan L. Butler

Name: Jerry Hendrix

Title: Vice President

Title: Senior Director

Date: 3/2/00

Date: 3/3/00

EXHIBIT 1

Version 1Q00:03/02/00

Subject to the Confidentiality and Proprietary agreement of the General Terms and Conditions of the
Interconnection Agreement.

Between BroadSpan Communications and BellSouth

Attachment 13
BellSouth Disaster Recovery Plan

Version 1Q00:03/02/00

Subject to the Confidentiality and Proprietary agreement of the General Terms and Conditions of the
Interconnection Agreement.

Between BroadSpan Communications and BellSouth

***2000
BELLSOUTH
DISASTER RECOVERY PLANNING
For
CLECS***

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established.

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Between BroadSpan Communications and BellSouth

As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

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Between BroadSpan Communications and BellSouth

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

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of
BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc.
BellSouth Standard Interconnection Agreement

Agreement Effective Date: 01/26/00	Agreement Expiration Date: 11/30/00
OCN:	GAC:
CIC (if applicable):	ACNA:
Negotiator: David Hitt	Negotiator Tel No: 404-927-7518
Location of Executive Summary: t:\hendrix\	Location of Interconnection Agreement: t:\hendrix\

Attachment Name/Number	Section Number	Version Date	No Devia- tion	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
Physical Collocation (Stand Alone)	1	11/99					
	2	11/99					
	3	11/99					
	4	11/99					
	5	11/99					
	6	11/99					
	7	11/99					
	8	11/99					
	9	11/99					
	10	11/99					
	11	11/99					
	12	11/99					
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	14	11/99					
	15	11/99					
	16	11/99					
	17	11/99					
	18	11/99					

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BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc.
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Attachment Name/Number	Section Number	Version Date	No Devia- tion	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
	19	11/99					
	20	11/99					
	21	11/99					
	22	11/99					
	23	11/99					
	24	11/99					
	25	11/99					
	26	11/99					
	27	11/99					
	Exhibit A	11/99					
	Exhibit B	11/99					

By and Between
BellSouth Telecommunications, Inc.
And
BroadSpan Communications, Inc.
D/b/a
Primary Network Communications, Inc.

**BELLSOUTH
PHYSICAL COLLOCATION
MASTER AGREEMENT**

THIS AGREEMENT, made this 26th day of January, 2000, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc. ("PNC") a (corporation) organized and existing under the laws of the State of Missouri;

W I T N E S S E T H

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

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

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

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

1. Scope of Agreement

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

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

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

Parties will negotiate said rates, terms, and conditions at the request for collocation at other than a Central Office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by PNC may contemplate a request for space sufficient to accommodate PNC's growth within a two year period unless otherwise agreed to by the Parties.

- 1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, PNC may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in PNC's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.
- 1.3 Use of Space. PNC shall use the Collocation Space for the purposes of installing, maintaining and operating PNC's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, PNC may at its option, place PNC-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, PNC may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by PNC pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.4 Rates and charges. PNC agrees to pay the rates and charges identified at Exhibit A attached hereto.
- 1.5 Term. The term of this Agreement shall commence as of the 26th day of January, 2000 and shall end the 30th day of November, 2000. The term of this Agreement shall apply for the state(s) of Kentucky and Tennessee.

2. Space Notification

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit PNC to physically collocate, pursuant to the terms of this Agreement, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth Premises.

- 2.2 Reporting. Upon request from PNC, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from PNC must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a particular Central Office location 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 up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify PNC and inform PNC of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying PNC that BellSouth has no available space in the requested Central Office (“Denial of Application”), BellSouth will allow PNC, upon request, to tour the entire Central Office 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 Central Office must be received by BellSouth within five (5) business days of the Denial of Application.
- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).
- 2.5 Waiting List. On a first come first served basis, 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. Upon request BellSouth will advise PNC as to its position on the list.
- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

- 2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth herein.

3. Collocation Options

- 3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow PNC to collocate PNC's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow PNC to have direct access to its equipment and facilities but may require PNC to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where PNC'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, PNC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.
- 3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of PNC's equipment and facilities at PNC's option or if required by local building code. PNC must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its 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, PNC and PNC's BellSouth certified contractor must comply with local building code requirements. PNC's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill PNC directly for all work performed for PNC pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. PNC 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 PNC's locked enclosure prior to notifying PNC.
- 3.2.1 BellSouth has the right to review PNC's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require PNC to remove or correct at PNC's cost any structure that does not meet these standards.

- 3.3 Shared (Subleased) Caged Collocation. PNC may allow other telecommunications carriers to share PNC's caged collocation arrangement pursuant to terms and conditions agreed to by PNC ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. PNC 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 PNC that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement between BellSouth and PNC.
- 3.3.1 PNC shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Agreement; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.
- 3.3.2 PNC 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 PNC's Guests in the Collocation Space.
- 3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office 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 Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by PNC and in conformance with BellSouth's design and construction specifications. Further, PNC shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement. Rates shall be negotiated at the time of the request for Adjacent Collocation.
- 3.4.1 Should PNC elect such option, PNC 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, PNC and PNC's contractor must comply with local building code requirements. PNC's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. PNC's BellSouth Certified Vendor shall bill PNC directly for all work performed for PNC pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. PNC 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 PNC's locked enclosure prior to notifying PNC.

- 3.4.2 BellSouth maintains the right to review PNC's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require PNC, at PNC's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 PNC shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At PNC'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. PNC's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day PNC's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify PNC in writing that the Collocation Space is ready for occupancy. PNC must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. PNC 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. If PNC fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event PNC's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to PNC with respect to said Collocation Space. Termination of PNC's rights to the Collocation Space pursuant to this paragraph shall not operate to release PNC from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, PNC's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.3 Termination. Except where otherwise agreed to by the Parties, PNC may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, PNC at its expense shall remove its equipment and other property from the Collocation Space. PNC shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of PNC's Guests; provided, however, that PNC shall continue payment of monthly fees to BellSouth until such date as PNC has fully vacated the Collocation Space. Should PNC fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of PNC at PNC's expense and with no liability for damage or injury to PNC's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement, PNC shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the PNC except for ordinary wear and tear. PNC shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.
- 5.1.2 PNC shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.3 PNC shall place a plaque or other identification affixed to PNC's equipment necessary to identify PNC's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. PNC may elect to place PNC-owned or PNC-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. PNC will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. PNC will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the PNC's equipment in the Collocation Space. In the event PNC utilizes a non-metallic, riser-type entrance facility, a splice will not be required. PNC must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. PNC is responsible for maintenance of the entrance facilities. At PNC's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.
- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide PNC 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 PNC'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. PNC may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another PNC collocation arrangement within the same BellSouth Central Office. PNC must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to PNC-provided riser cable.
- 5.3 Splicing in the Entrance Manhole. Although not generally permitted, should PNC request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to PNC by BellSouth, PNC shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.
- 5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between PNC'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. PNC shall be responsible for providing, and PNC's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. PNC or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At PNC'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. PNC must make arrangements with a BellSouth certified vendor for such placement.
- 5.5 PNC's Equipment and Facilities. PNC, or if required by this Agreement, PNC's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by PNC. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.
- 5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network

elements, and facilities, PNC may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by PNC or through BellSouth facilities designated by PNC, at PNC's option. Such connections to other carriers may be made using either optical or electrical facilities. PNC may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

- 5.6.1 If PNC requests a co-Carrier cross-connect after the initial installation, PNC must submit an application with a Subsequent Application Fee. PNC must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the PNC equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where PNC's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, PNC will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection, there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a pro-rated non-recurring charge for the individual case will be assessed to all that benefit from that construction.

- 5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to PNC when access to the Collocation Space is required. PNC may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that PNC will not bear any of the expense associated with this work.

- 5.8 Access. Pursuant to Section 11, PNC shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. PNC agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. PNC agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of PNC employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with PNC or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

- 5.8.1 Lost or Stolen Access Keys. PNC shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), PNC shall pay for all reasonable costs associated with the re-keying.

- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of PNC violates the provisions of this paragraph, BellSouth shall give written notice to PNC, which notice shall direct PNC to cure the violation within forty-eight (48) hours of PNC's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If PNC fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to PNC's equipment. BellSouth will endeavor, but is not required, to provide notice to PNC prior to taking such action and shall have no liability to PNC for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10 Personalty and its Removal. Subject to requirements of this Agreement, PNC may place or install in or on the Collocation Space such facilities and equipment, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by PNC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by PNC at any time. Any damage caused to the Collocation Space by PNC's employees, agents or representatives during the removal of such property shall be promptly repaired by PNC at its expense.
- 5.11 Alterations. In no case shall PNC or any person acting on behalf of PNC make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by PNC.
- 5.12 Janitorial Service. PNC shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified

contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Application for Space. PNC shall submit an application document when PNC or PNC's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For PNC or PNC's Guest(s) initial equipment placement, PNC shall submit to BellSouth a complete and accurate Physical Expanded Interconnection Application Document(Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in PNC's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event PNC or PNC's Guest(s) desire to modify the use of the Collocation Space, PNC shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by PNC in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by PNC 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 PNC. The fee for an application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Application Fee Charge for the appropriate state shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by PNC within 30 calendar days following PNC's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response

within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple 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. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space.

- 6.3 Bona Fide Firm Order. PNC shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires PNC to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth (“Bona Fide Firm Order”) and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth’s response to PNC’s Application/Inquiry. If PNC makes changes to its application in light of BellSouth’s written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth’s provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate PNC’s application as a result of changes requested by PNC to PNC’s original application, then BellSouth will charge PNC a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require PNC to resubmit the application with an application fee.
- 6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of PNC’s Bona Fide Firm Order within five (5) business 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.
- 6.3.2 BellSouth will permit one accompanied site visit to PNC’s designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to PNC.
- 6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

- 6.3.4 PNC must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date PNC desires access to the Collocation Space.
- 6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate 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.
- 6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and PNC will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to PNC during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.
- 6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.
- 6.4.3 Acceptance Walk Through. PNC and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by PNC. BellSouth will correct any deviations to PNC's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.5 Use of Certified Vendor. PNC shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, PNC must select separate BellSouth

Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide PNC with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing PNC'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 PNC upon successful completion of installation. The Certified Vendor shall bill PNC directly for all work performed for PNC pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying PNC or any vendor proposed by PNC.

- 6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. PNC shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service PNC's Collocation Space. Upon request, BellSouth will provide PNC with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by PNC. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.
- 6.7 Basic Telephone Service. Upon request of PNC, 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.
- 6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. PNC's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by PNC divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse PNC in an amount equal to PNC reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.
- 6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, PNC may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and PNC may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that

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

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

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

7. Rates and Charges

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, PNC shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following PNC's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Subsection 7.4, when PNC requests a modification to the arrangement.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

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

- 7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power PNC's equipment. When the Collocation Space is enclosed, PNC shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, PNC 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 PNC's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, PNC 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 PNC first occupies the Collocation Space, whichever is sooner.
- 7.5 Power. BellSouth shall supply -48 Volt (-48V) DC power for PNC's Collocation Space within the Premises and shall make available AC power at PNC's option for Adjacent Arrangement collocation.
- 7.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to PNC's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by PNC's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by PNC's certified power vendor. PNC's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Central Office as a result of PNC's request to collocate in that Central Office ("Power Plant Construction"), will be assessed per the nominal -48V DC ampere requirements specified by PNC on the physical collocation application. BellSouth reserves the right to monitor actual usage to verify accuracy of PNC's power requirements. PNC shall pay its pro-rata share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements, and the Battery Distribution Fuse Bay (BDFB), where applicable. If PNC does not require power feeders from a BDFB, the BDFB component will not be applied to the power plant construction charge. If PNC requires power feeders from both a BellSouth power board and a BellSouth BDFB, the power plant construction charge will include all three components for the amount of nominal current fed from the BDFB, but will only include the standby AC and DC

power plant components for the amount of nominal current fed from the power board. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. The costs of power plant construction shall be prorated and shared among all who benefit from that construction. PNC shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. PNC shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. If BellSouth has not previously invested in power plant capacity for collocation at a specific site, PNC has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement PNC shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth. PNC is responsible for contracting with a BellSouth certified vendor for power distribution feeder cable runs from a BellSouth BDFB or power board to PNC's equipment. When obtaining power from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnished and installed by PNC using a BellSouth certified power vendor. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The certified vendor contracted by PNC must provide BellSouth a copy of the engineering power specifications prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and PNC's arrangement area. PNC shall contract a BellSouth certified vendor who will be responsible for the following: power cable support structure within PNC's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a certified power vendor. PNC shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.

- 7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by PNC's certified vendor. PNC's certified vendor 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.

- 7.6 Security Escort. A security escort will be required whenever PNC 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 subsection 6.3.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.
- 7.7 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, PNC shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to PNC. 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.
- 7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). PNC 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 PNC shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a BEST Insurance Rating of B ++ X (B ++ ten).
- 8.2 PNC 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 ALL applicable policies 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 PNC 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 Subsection 8.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to PNC 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 PNC 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 Central Office and shall remain in effect for the term of this Agreement or until all PNC's property has been removed from BellSouth's Central Office, whichever period is longer. If PNC fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from PNC.
- 8.5 PNC shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) 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. PNC shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from PNC's insurance company. PNC shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203
- 8.6 PNC 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 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

9. Mechanics Liens

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

10. Inspections

- 10.1 BellSouth shall conduct an inspection of PNC's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between PNC's equipment and equipment of BellSouth. BellSouth may conduct an inspection if PNC adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide PNC 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 vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of PNC will be permitted in the BellSouth Premises. PNC 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 PNC name. BellSouth reserves the right to remove from its premises any employee of PNC not possessing identification issued by PNC. PNC shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. PNC shall be solely responsible for ensuring that any Guest of PNC is in compliance with all subsections of this Section 11.
- 11.1.1 PNC will be required, at its own expense, to conduct a statewide investigation of criminal history records for each PNC employee being considered for work on the

BellSouth Premises, for the states/counties where the PNC employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

- 11.1.2 PNC 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 PNC shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. PNC 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 PNC personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that PNC chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, PNC 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 For each PNC employee requiring access to a BellSouth Premises pursuant to this agreement, PNC 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, PNC will disclose the nature of the convictions to BellSouth at that time. In the alternative, PNC may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.5 At BellSouth's request, PNC shall promptly remove from the BellSouth's Premises any employee of PNC BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.
- 11.2 Notification to BellSouth. BST reserves the right to interview PNC'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 PNC's Security contact of such interview. PNC and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving PNC's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill PNC for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that PNC's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill PNC for BellSouth property which is stolen or damaged where an investigation determines the culpability of

PNC's employees, agents, or contractors and where PNC agrees, in good faith, with the results of such investigation. PNC 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. PNC 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 PNC's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for PNC'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 PNC, 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. PNC may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If PNC's acceleration

of the project increases the cost of the project, then those additional charges will be incurred by PNC. Where allowed and where practical, PNC may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, PNC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for PNC's permitted use, until such Collocation Space is fully repaired and restored and PNC's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where PNC has placed an Adjacent Arrangement pursuant to section 3.4, PNC shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate 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 PNC shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. Nonexclusivity

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

15. NOTICES

15.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by PNC or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

600 N. 19th Street

BroadSpan Communications, Inc. d/b/a
Primary Network Communications, Inc.:

11756 Borman Drive, Suite 101

9th Floor

St. Louis, MO 63146

Birmingham, AL 35240

PH: (314) 214-0099

ATTN: CLEC Account Team

ATTN: Ms. Sue Butler

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

16. INDEMNITY / LIMITATION OF LIABILITY

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

16.2 BellSouth shall not be liable to PNC for any interruption of PNC's service or for interference with the operation of PNC's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and PNC shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

17. PUBLICITY

17.1 PNC agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and PNC further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

18. FORCE MAJEURE

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

19. YEAR 2000 COMPLIANCE

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

20. ASSIGNMENT

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

21. NO IMPLIED WAIVER

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a

consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. RESOLUTION OF DISPUTES

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

23. SECTION HEADINGS

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

24. AUTHORITY

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

25. REVIEW OF AGREEMENT

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

26. FILING OF AGREEMENT

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

27. ENTIRE AGREEMENT

27.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and PNC and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

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

BellSouth Telecommunications, Inc.

BroadSpan Communications, Inc.
D/b/a Primary Network
Communications, Inc.

On File
Signature

On File
Signature

Jerry D. Hendrix
Name

Richard S. Phillips
Name

Sr. Director – Interconnection Svcs
Title

President
Title

1/26/00
Date

1/21/00
Date

EXHIBIT A: BELLSOUTH/CLEC-1 RATES - KENTUCKY
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$9,926.72
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,100.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW PE1CW	Space Enclosure (Note 3) <i>Prior to 6/1/99</i> Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$201.02 \$20.42	NA NA
PE1PJ	Floor Space	Per square foot	\$5.00	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	\$24.23	NA

PE1PL	Power			
	-48V DC Power	Per amp	\$7.68	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

EXHIBIT A: BELLSOUTH/CLEC-1 RATES - KENTUCKY
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2	Cross Connects 2-wire	Per Cross Connect	\$.31	First / Additional \$54.21/\$51.07
PE1P4	4-wire		\$.62	\$54.23/\$50.96
PE1P1	DS-1		\$1.92	\$99.23/\$69.15
PE1P3	DS-3		\$39.94	\$97.48/\$66.90
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	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
TBD	Space Availability Report	Per Premises Requested	NA	\$550.00
	POT Bay Arrangements Prior to 6/1/99	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.06	NA
PE1PF	4 Wire Cross-Connect		\$0.15	NA
PE1PG	DS1 Cross-Connect		\$0.58	NA
PE1PH	DS3 Cross-Connect		\$4.51	NA

PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
PE1BT	Security Escort			
PE1OT	Basic Time	Per 1/2	NA	\$56.09/\$31.99
PE1PT	Overtime	hour/Additional	NA	\$67.75/\$39.00
	Premium Time	Half-hour	NA	\$79.41/\$46.01

EXHIBIT A: BELLSOUTH/CLEC-1 RATES - KENTUCKY
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Agreement.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Agreement, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation

Agreement. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

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

EXHIBIT A: BELLSOUTH/PNC RATES – TENNESSEE*
PHYSICAL COLLOCATION

***All Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1,600.00 Minumum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC	Per ton (one ton minimum)		\$2,100.00
	Ground Bar	Per Connection		\$720.00
	Project Management	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) <i>Prior to 6/1/99</i>			
	Welded Wire-mesh	Per first 100 sq. ft.	\$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.38	NA
PE1PJ	Floor Space	Per square foot	\$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power			

	-48V DC Power	Per amp	\$5.00	ICB
	120V AC Power single phase	Per breaker amp	\$5.50	ICB
	240V AC Power single phase	Per breaker amp	\$11.00	ICB
	120V AC Power three phase	Per breaker amp	\$16.50	ICB
	277V AC Power three phase	Per breaker amp	\$38.20	ICB

EXHIBIT A: BELLSOUTH/PNC RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

***Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2	Cross Connects 2-wire	Per Cross Connect	\$.30	First / Additional \$19.20/\$19.20
PE1P4	4-wire		\$.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
	Co-Carrier Cross-Connect (Note 4)			
PE1ES Fiber	Fiber cable support structure, existing	Per linear foot	\$0.06	NA
PE1DS Copper	Copper or Coaxial cable support structure, existing	Per linear foot	\$0.03	NA
TBD	Cable Support Structure Construction (new)	Per new construction	NA	ICB
PE1A1	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
TBD	Space Availability Report	Per Premises Requested		\$550.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>			
PE1PE	2 Wire Cross-Connect	Per Cross Connect	\$0.40	NA
PE1PF	4 Wire Cross-Connect	Per Cross Connect	\$1.20	NA
PE1PG	DS1 Cross-Connect	Per Cross Connect	\$1.20	NA

PE1PH	DS3 Cross-Connect	Per Cross Connect	\$8.00	NA
PE1B2PE	2 Fiber Cross-Connect	Per Cross Connect	\$38.79	NA
1B4	4 Fiber Cross-Connect	Per Cross Connect	\$52.31	NA

EXHIBIT A: BELLSOUTH/PNC RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

***Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BT PE1OT PE1PT	Security Escort Basic Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$41.00/\$25.00 \$48.00/\$30.00 \$55.00/\$35.00
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, PNC will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event PNC opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to PNC as prescribed in Section 7 of the Collocation Agreement.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. PNC may, at its option, arrange with a BellSouth certified contractor to

construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill PNC for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELL SOUTH/PNC RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and PNC agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.
- 1.2 Notice. BellSouth and PNC 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. PNC should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for PNC to follow when working at a BellSouth central office premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. PNC will require its contractors, agents and others accessing the BellSouth central office premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth central office premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the PNC space with proper notification. BellSouth reserves the right to stop any PNC 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 central office premises by PNC are owned by PNC. PNC 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 PNC or different hazardous materials used by PNC at BellSouth Facility. PNC 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 central office premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by PNC to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and PNC 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 PNC will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, PNC must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and PNC 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 central office premises, PNC 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. PNC further agrees to cooperate with BellSouth to ensure that PNC'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 PNC, its employees, agents and/or subcontractors.

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

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

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

	<p>federal, state and local regulations</p> <p>All HazMat & Waste Asbestos notification protection of BST employees and equipment</p>	<p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Pollution liability insurance</p> <p>Manhole entry requirements</p> <p>EVET approval of contractor</p>	<p>Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

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

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes