

**BELLSOUTH OPPOSITION**

**WC DOCKET NO. 02-238**

**EXHIBIT B**

**PART 8 OF 13**

structures do not exist and must be constructed, a non-recurring charge for the individual case will be assessed.

- 5.8 **Easement Space.** From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Supra Telecom when access to the Collocation Space is required and provide a list of names of individuals authorized to enter said space. Supra Telecom may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Supra Telecom will not bear any of the expense associated with this work.
- 5.9 **Access.** Pursuant to Section 11 of this Attachment 4, Supra Telecom shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Supra Telecom agrees to provide the name and either Driver's License, social security number, or date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Supra Telecom agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Supra Telecom employees, contractors, other occupants of Supra Telecom's Collocation Space, or agents after termination of the employment relationship, contractual obligation with Supra Telecom or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement. Within sixty (60) days of the Effective Date of this Agreement, BellSouth and Supra Telecom shall establish an agreed upon procedure for the return and confirmation of the return of Access Keys. Within ten (10) business days after receipt of Supra Telecom's Bona Fide Order, BellSouth and Supra Telecom will visit, without charge, Supra Telecom's designated collocation arrangement location.
- 5.9.1 **Security Escort.** A security escort will be required whenever Supra Telecom or its agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed after Bona Fide Firm Order without charge to Supra Telecom prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed

in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

- 5.9.2 **Lost or Stolen Access Keys.** Supra Telecom shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Supra Telecom will reimburse BellSouth the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), Supra Telecom shall pay for all reasonable costs associated with the re-keying. Supra Telecom must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date Supra Telecom desires access to the Collocation Space.
- 5.9.3 Supra Telecom authorized personnel will have immediate access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc., within the collocated facility), as well as access to parking.
- 5.10 **Interference or Impairment.** Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space by Supra Telecom shall not interfere with or impair service provided by BellSouth or by any other telecommunications carriers located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other telecommunications carrier located in the Premises, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Supra Telecom violates the provisions of this paragraph, BellSouth shall give written notice to Supra Telecom, which notice shall direct Supra Telecom to cure the violation within forty-eight (48) hours of Supra Telecom'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 Supra Telecom fails to take any action within 48 hours of receipt of the written notice or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services

provided by BellSouth or any other telecommunications carrier located in the Premises, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Supra Telecom's equipment. BellSouth will endeavor, but is not required, to provide notice to Supra Telecom prior to taking such action and shall have no liability to Supra Telecom for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.10.1 Supra Telecom will be responsible for notifying BellSouth of any significant outages of Supra Telecom's equipment which could impact any of the services offered by BellSouth, and provide estimated clearing time for restoration.
- 5.11 Personalty and its Removal. Subject to requirements of this Attachment, Supra Telecom may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Supra Telecom 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 Supra Telecom at any time. Any damage caused to the Collocation Space by Supra Telecom's employees, agents or representatives during the removal of such property shall be promptly repaired by Supra Telecom at its expense.
- 5.12 Alterations. In no case shall Supra Telecom or any person acting on behalf of Supra Telecom make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Supra Telecom.
- 5.13 Janitorial Service. Supra Telecom will not be responsible for costs associated with maintenance and upkeep of the building. Supra Telecom shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a

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

**6. ORDERING AND PREPARATION OF COLLOCATION SPACE**

- 6.1 Application for Space. Supra Telecom shall submit an application document when Supra Telecom or Supra Telecom's Guest(s), as defined in Section 3.3 of this Attachment 4, desires to request or modify the use of the Collocation Space. BellSouth shall provide Supra Telecom with a single point of contact for all inquiries regarding collocation.
- 6.1.1 Initial Application. For Supra Telecom or Supra Telecom's Guest(s) initial equipment placement, Supra Telecom shall submit to BellSouth a complete and accurate (complete and accurate means all required fields are filled in with the appropriate type of information) Application and Inquiry document ("Bona Fide Application"), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Supra Telecom's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.1.2 Subsequent Application Fee. In the event Supra Telecom or Supra Telecom's Guest(s) desire to modify the use of the Collocation Space, Supra Telecom shall complete a Bona Fide Application detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Supra Telecom in the Bona Fide Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Supra Telecom for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the Subsequent Application Fee shall be refunded to Supra Telecom. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A to Attachment 4. In the event that the modification requires a capital expenditure by BellSouth, the

Application Fee set forth in Exhibit A to Attachment 4 shall be assessed. In such event, the Subsequent Application Fee shall be considered a partial payment of the Application Fee, and the outstanding balance (Application Fee minus Subsequent Application Fee) shall be due from Supra Telecom within thirty (30) calendar days following Supra Telecom's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1 of this Attachment 4, BellSouth will include in its response whether the application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) business days of receipt of a Bona Fide Application. When more than 5 Bona Fide Applications are submitted within a fifteen (15) calendar day window within the same state, BellSouth will respond as soon as possible, but no later than the following: within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. Such negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The response will also include the configuration of the space and the estimated cost to prepare the space. When BellSouth's response includes an amount of space less than that requested by Supra Telecom or differently configured, Supra Telecom must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

6.3 Bona Fide Firm Order. Supra Telecom shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Supra Telecom to complete the Bona Fide Application process described in Section 6.1 of this Attachment 4, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to Supra Telecom's Bona Fide Application. If Supra Telecom 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 be

paused 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 Supra Telecom's application as a result of changes requested by Supra Telecom to Supra Telecom's original application, then BellSouth will charge Supra Telecom 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 Supra Telecom to resubmit the application with an application fee.

- 6.3.1 The firm order date will be the date BellSouth receives a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Supra Telecom'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 Within ten (10) business days after receipt of Supra Telecom's Bona Fide Order, BellSouth and Supra Telecom will visit, without charge, Supra Telecom's designated collocation arrangement location.
- 6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.
- 6.4 Construction and Provisioning Interval. 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 calendar 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). BellSouth will negotiate construction and provisioning intervals to complete construction of all other collocation space ("extraordinary conditions"). 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 (Americans With Disabilities Act) compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

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- 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 Supra Telecom 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 Supra Telecom 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. Supra Telecom and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Supra Telecom. The acceptance walk through shall occur within 15 calendar days of BellSouth's notification to Supra Telecom that the collocation space is ready for occupancy. BellSouth will correct any deviations to Supra Telecom's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame. The correction of these deviations from Supra Telecom's original request for collocation shall be at BellSouth's expense. At the end of the acceptance walk through or after any deviations are corrected, Supra Telecom will execute a written document accepting the Collocation Space.
- 6.5 Use of Certified Vendor. A "BellSouth Certified Vendor" is a vendor that has been certified by BellSouth to perform certain activities pursuant to BellSouth's certified vendor program. Supra Telecom 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, Supra Telecom must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Supra Telecom with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Supra Telecom'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 Supra Telecom upon successful completion of installation. The Certified Vendor shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall certify Supra Telecom or any vendor proposed by Supra Telecom when either satisfactorily completes BellSouth's certified vendor program.

- 6.6 **Alarm and Monitoring.** BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's and Supra Telecom's equipment and facilities. Should Supra Telecom elect to place alarms within its Collocation Space, Supra Telecom shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Supra Telecom's Collocation Space. Upon request, BellSouth will provide Supra Telecom with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Supra Telecom. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit B attached hereto.
- 6.7 **Power.** BellSouth shall supply -48 Volt (-48V) DC power, including back-up power, for Supra Telecom's Collocation Space within the Premises and shall make available AC power at Supra Telecom's option for Adjacent Arrangement collocation. The power provided to Supra Telecom by BellSouth shall be at least equal in quality and service level as that which is provided by BellSouth to itself or to any third party. When obtaining AC power from a BellSouth Service Panel, fuses and power cables must be engineered (sized) and installed by Supra Telecom's BellSouth Certified Vendor. Supra Telecom's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized) and installed by Supra Telecom's BellSouth Certified Vendor. Electrical engineering standards require that the fuse positions for power feeders must exceed the actual drain (or expected consumption) by 50%. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized) and installed by Supra Telecom's BellSouth Certified Vendor. Supra Telecom's BellSouth Certified Vendor must also provide a copy of the engineering power

specification prior to the Commencement Date. BellSouth may be required to construct additional DC power plant or upgrade the existing DC power plant in a Premises as a result of Supra Telecom's request to collocate in that Premises ("Power Plant Construction"). The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all Telcordia and ANSI Standards regarding power cabling, including Telcordia Network Equipment Building System (NEBS) Standard GR-63-CORE. If BellSouth has not previously provided for power plant capacity for collocation at a specific site, then Supra Telecom has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Vendor and such contractor shall comply with BellSouth's guidelines and specifications. Where Supra Telecom performs its own dedicated Power Plant Construction, upon termination of this Attachment Supra Telecom shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. The termination and grounding locations shall be as mutually agreed upon by the Parties.

- 6.8 Basic Telephone Service. Upon request of Supra Telecom, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.9 Space Preparation. 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. Supra Telecom's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Supra Telecom 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 Supra Telecom in an amount equal to Supra Telecom's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

- 6.10 **Virtual Collocation Transition.** BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth Network Elements, Supra Telecom may purchase Cross-Connects as set forth in Exhibit A, and Supra Telecom may designate within its Virtual Collocation arrangements the placement of telecommunications equipment set forth in Section 5.1 of this Attachment 4. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Supra Telecom 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 Supra Telecom, such information will be provided to Supra Telecom in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Supra Telecom within 180 days of BellSouth's written denial of Supra Telecom's request for physical collocation, and (ii) Supra Telecom was not informed in the written denial that physical collocation space would become available within such 180 days, then Supra Telecom 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. Supra Telecom must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.
- 6.10.1 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth

Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

6.11 Cancellation. If, at anytime, Supra Telecom cancels its order for the Collocation Space(s), BellSouth shall return that portion of the charges paid by Supra Telecom which exceed any expenses incurred up to the date that written notice of the cancellation is received. If BellSouth can demonstrate that BellSouth's expenses exceeded the estimated charges paid by Supra Telecom, Supra Telecom will pay BellSouth the additional charges. In no event will the level of reimbursement under this paragraph exceed the maximum amount Supra Telecom would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.12 Licenses. Supra Telecom, 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 of this Attachment 4, Supra Telecom 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 Supra Telecom's receipt of a bill or invoice from BellSouth following space acceptance. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Section 6.1.2 of this Attachment 4), when Supra Telecom requests a modification to the arrangement.

7.2 BellSouth may begin billing Supra Telecom for recurring charges for the Collocation Space on the date that Supra Telecom executes the written document accepting the Collocation Space pursuant to Section 6.4.3 of this Attachment 4.

7.3 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6.9 of this Attachment 4.

- 7.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.5 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power Supra Telecom's equipment. When the Collocation Space is enclosed, Supra Telecom shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Supra Telecom 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 Supra Telecom's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Supra Telecom 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 Supra Telecom first occupies the Collocation Space, whichever is sooner.
- 7.6 Charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Supra Telecom's equipment or space enclosure. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of Supra Telecom's request to collocate in that central office ("Power Plant Construction"), Supra Telecom shall pay its pro-rata share of costs associated with the Power Plant Construction. BellSouth will notify Supra Telecom of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be prorated and shared among all telecommunications carriers that benefit from that construction. The proration shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain requirements indicated by Supra Telecom in its physical

collocation application. Supra Telecom shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Supra Telecom shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction.

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

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

## 8. **INSURANCE**

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

## 9. **MECHANICS LIENS**

9.1 If any mechanics lien or other liens shall be filed against property owned by either Party (BellSouth or Supra Telecom), 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 Supra Telecom's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Supra Telecom's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Supra Telecom adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Supra Telecom with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth. If, as a result of the inspection by BellSouth, Supra Telecom is found to be in non-compliance with the terms and conditions of this section, Supra Telecom must modify its installation to achieve compliance.

## **11. SECURITY AND SAFETY REQUIREMENTS**

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements that BellSouth will maintain at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Attachment 4, or authorized agents of Supra Telecom will be permitted in the BellSouth Premises. Supra Telecom shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and Supra Telecom's name. BellSouth reserves the right to remove from its Premises any employee or agent of Supra Telecom not possessing identification issued by Supra Telecom. Supra Telecom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Supra Telecom shall be solely responsible for ensuring that any Guest of Supra Telecom is in compliance with all subsections of this Section 11.
- 11.2 Supra Telecom will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered for work on the

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

- 11.3 Supra Telecom will administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth or meeting criteria defined by BellSouth.
- 11.4 Supra Telecom shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Supra Telecom 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 Supra Telecom personnel who have been identified to have misdemeanor convictions. Notwithstanding the foregoing, in the event that Supra Telecom chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Supra Telecom may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.5 For each Supra Telecom employee or agent requiring access to a BellSouth Premises pursuant to this agreement, Supra Telecom shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee or agent. If the employee's or agent's criminal history includes misdemeanor convictions, Supra Telecom will disclose the nature of the convictions to BellSouth at that time. In the alternative, Supra Telecom may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.6 At BellSouth's request, Supra Telecom shall promptly remove from the BellSouth Premises any employee or agent of Supra Telecom's BellSouth does not wish to grant access to its Premises pursuant to any investigation conducted by BellSouth.
- 11.7 Notification to BellSouth. BST reserves the right to interview Supra Telecom'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 Supra Telecom's Security contact of such interview and arranges for Supra Telecom's Security personnel to participate. Supra Telecom and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Supra Telecom's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Supra Telecom for all reasonable costs associated with investigations involving its employees, agents or contractors if it is established and mutually agreed in good faith that Supra Telecom's employees, agents or contractors are responsible for the alleged act. BellSouth shall bill Supra Telecom for BellSouth property which is stolen or damaged where an investigation determines the culpability of Supra Telecom's employees, agents or contractors and where Supra Telecom agrees, in good faith, with the results of such investigation. Supra Telecom shall notify BellSouth in writing immediately in the event that Supra Telecom discovers one of its employees or agents already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee or agent found to have violated the security and safety requirements of this section. Supra Telecom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 11.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards), will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees or agents.

- 11.11 BellSouth shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.
- 11.12 BellSouth shall exercise the same level of care it provides to itself to prevent harm or damage to Supra Telecom, its employees, agents or end users, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of Supra Telecom property located within BellSouth Premises including, but not limited to:
  - 11.12.1 Agreeing not to use card access readers and devices that use cards that are encoded identically or mechanized coded locks on external doors or on internal doors to spaces that house Supra Telecom equipment.
  - 11.12.2 Insure that the area that houses Supra Telecom's equipment is adequately secured and monitored to prevent unauthorized entry.
  - 11.12.3 Assuring that the physical security and the means of ingress and admission to spaces that house Supra Telecom equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth admissions practices.
  - 11.12.4 Installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces that contain or house Supra Telecom equipment or equipment enclosures.
  - 11.12.5 Controlling access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces that contain or house Supra Telecom equipment or equipment enclosures.
  - 11.12.6 BellSouth will provide notification to designated personnel of an actual or attempted security breach of Supra Telecom's Collocation Space, upon BellSouth discovery of such breach.

## **12. NOTIFICATION OF SERVICE AFFECTING ACTIVITY WITHIN THE BELL SOUTH PREMISES**

- 12.1 BellSouth shall provide Supra Telecom with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that may directly affect the Collocation Space occupied by Supra Telecom or

that is directly related to Supra Telecom circuits that support Supra Telecom equipment. BellSouth will inform Supra Telecom by telephone of any emergency-related activity that BellSouth or its subcontractors may be performing that may directly affect the Collocation Space occupied by Supra Telecom or that is directly related to Supra Telecom circuits that support Supra Telecom equipment. Notification of any emergency-related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. To the extent that the Emergency Notification Process requires BellSouth to incur additional costs, Supra Telecom shall reimburse BellSouth for such costs. The ACAC (Access Carrier Advocacy Center) shall be the single point of contact on all matters pertaining to the following areas:

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

### **13. DESTRUCTION OF COLLOCATION SPACE**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Supra Telecom's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment, only with respect to the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If a Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Supra Telecom'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 Supra Telecom, 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. Supra Telecom may, at its own expense, accelerate the rebuild of its Collocation Space and equipment, provided however, that a BellSouth Certified Vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Supra Telecom's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Supra Telecom. Where allowed and where practical, Supra Telecom may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where a damaged Collocation Space shall be rebuilt or repaired, Supra Telecom shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of such damaged Collocation Space for Supra Telecom's permitted use, until such Collocation Space is fully repaired and restored and Supra Telecom's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Supra Telecom has placed an Adjacent Arrangement pursuant to Section 3.4 of this Attachment 4, Supra Telecom shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. EMINENT DOMAIN**

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

**15. RELOCATION OF SUPRA TELECOM'S EQUIPMENT**

15.1 Except as otherwise stated in this Attachment, BellSouth shall use its best efforts to prevent Supra Telecom from having to relocate its equipment during the term of this Agreement. If Supra Telecom, at BellSouth's request, agrees to relocate its equipment, then BellSouth shall reimburse Supra Telecom for any and all costs reasonably associated with such relocation.

**16. NONEXCLUSIVITY**

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

COLLOCATION - Florida										Attachment: 4		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>PHYSICAL COLLOCATION</b>																						
	Physical Collocation - Application Fee - Initial			CLO	PE1BA	2,597.00			1.01													
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA	2,238.00																
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	288.93																
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38																
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.96																
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	92.55																
	Physical Collocation - Cable Installation per Cable			CLO	PE1BD	1,750.00			45.16													
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.86																
	Physical Collocation - Cable Support Structure			CLO	PE1PM	18.96																
	Physical Collocation - Power, per Fused Amp			CLO	PE1PL	7.80																
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR	399.43																
	Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.56																
	Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.14																
	Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.70																
	Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.57																
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UD	PE1P2	0.0276	8.22	7.22	5.74	4.58												
	Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.0552	8.42	7.36	5.90	4.66												
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W	PE1P1	1.32	27.77	15.52	5.93	4.77												
	Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	16.81	25.48	14.05	7.77	5.01												
	Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.34	41.84	30.52	13.91	11.16												
	Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.92	51.30	39.87	18.29	15.54												
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	189.45																
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.58																
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0105																
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0577	55.80															
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.85															
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.75															
	Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		26.30															
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		26.30															
	Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,159.00															
	Collocation Cable Records - per request	I		CLO	PE1CR		1,525.00	980.22	267.08	267.08												
	Collocation Cable Records - VG/DS0 Cable, per cable record	I		CLO	PE1CD		656.50	656.50	379.78	267.08												
	Collocation Cable Records - VG/DS0 Cable, per each 100 pair	I		CLO	PE1CO		9.66	9.66	11.84	11.84												
	Collocation Cable Records - DS1, per T1TIE	I		CLO	PE1C1		4.52	4.52	5.54	5.54												
	Collocation Cable Records - DS3, per T3TIE	I		CLO	PE1C3		15.82	15.82	19.40	19.40												
	Collocation Cable Records - Fiber Cable, per 89 fiber records	I		CLO	PE1CB		169.67	169.67	154.89	154.89												
	Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		10.89															
	Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		13.64															
	Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		16.40															

COLLOCATION - Florida										Attachment: 4				Exhibit: A								
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.99	21.54														
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.27	27.82														
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.55	34.10														
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO	PE1ES	0.0028																
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO	PE1DS	0.0041																
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		535.54															
<b>ADJACENT COLLOCATION</b>																						
	Adjacent Collocation - Space Charge per Sq. Ft.	1		CLOAC	PE1JA	0.1635																
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.	1		CLOAC	PE1JC	5.11																
	Adjacent Collocation - 2-Wire Cross-Connects	1		CLOAC	PE1P2	0.0213	24.68	23.69	11.77	23.79												
	Adjacent Collocation - 4-Wire Cross-Connects	1		UEA,UHL,UDL,UCL	PE1P4	0.0426	24.88	23.83	12.04	10.80												
	Adjacent Collocation - DS1 Cross-Connects	1		USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91												
	Adjacent Collocation - DS3 Cross-Connects	1		CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15												
	Adjacent Collocation - 2-Fiber Cross-Connect	1		CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16												
	Adjacent Collocation - 4-Fiber Cross-Connect	1		CLOAC	PE1F4	5.96	51.30	39.87	18.29	15.54												
	Adjacent Collocation - Application Fee	1		CLOAC	PE1JB		2,785.00		1.01													
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	1		CLOAC	PE1FB	5.38																
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	1		CLOAC	PE1FD	10.77																
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	1		CLOAC	PE1FE	16.15																
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	1		CLOAC	PE1FG	37.30																
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1PM	18.96																
<b>PHYSICAL COLLOCATION IN THE REMOTE SITE</b>																						
	Physical Collocation in the Remote Site - Application Fee	1		CLORS	PE1RA		617.91		328.81													
	Cabinet Space in the Remote Site per Bay/ Rack	1		CLORS	PE1RB	219.49																
	Physical Collocation in the Remote Site - Security Access - Key	1		CLORS	PE1RD		26.30															
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested	1		CLORS	PE1SR		232.69															
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested	1		CLORS	PE1RE		75.41															
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.51															
<b>PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT</b>																						
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27																
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62														
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																						

## **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 Supra Telecom 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 Supra Telecom 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. Supra Telecom should contact 1-800-743-6737 for BellSouth MSDS sheets.

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

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

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Supra Telecom are owned by Supra Telecom. Supra Telecom will indemnify BellSouth for claims, lawsuits or

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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 Supra Telecom or different hazardous materials used by Supra Telecom at BellSouth Facility. Supra Telecom must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

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

1.7 Coordinated Environmental Plans and Permits. BellSouth and Supra Telecom 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 Supra Telecom will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Supra Telecom 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 Supra Telecom shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

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

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Supra Telecom 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. Supra Telecom further agrees to cooperate with BellSouth to ensure that Supra Telecom'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 Supra Telecom, its employees, agents and/or subcontractors.

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

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

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

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

### 3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

### 4. ACRONYMS

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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

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**Exhibit C**

**Remote Site Physical Collocation**

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**BELLSOUTH  
REMOTE SITE PHYSICAL COLLOCATION**

**1. SCOPE OF ATTACHMENT**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Supra Telecom is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to Supra Telecom Remote Site 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 the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow Supra Telecom to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Supra Telecom and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.
- 1.3 **Space Reservation.**
- 1.3.1 In all states other than Florida, the number of racks/bays specified by Supra Telecom may contemplate a request for space sufficient to accommodate Supra Telecom's growth within a two year period.
- 1.3.2 In the state of Florida, the number of racks/bays specified by Supra Telecom may contemplate a request for space sufficient to accommodate Supra Telecom's growth within an eighteen (18) month period.
- 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise

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controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies Supra Telecom that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Supra Telecom's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Supra Telecom. Supra Telecom agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Supra Telecom. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for Supra Telecom as above, Supra Telecom shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Supra Telecom in obtaining such permission.

- 1.5 **Space Reclamation.** In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Supra Telecom will be responsible for any justification of unutilized space within its Remote Collocation Space, if the appropriate state commission requires such justification.
- 1.6 **Use of Space.** Supra Telecom shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Supra Telecom's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 **Rates and charges.** Supra Telecom agrees to pay the rates and charges identified in Exhibit A of Attachment 4 of this Agreement.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances,

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regulations and codes in the performance of their obligations hereunder.

**2. SPACE AVAILABILITY REPORT**

- 2.1 Space Availability Report. Upon request from Supra Telecom, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.
- 2.1.1 The request from Supra Telecom for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. The CLLI code information for the serving central office is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If Supra Telecom is unable to obtain the CLLI code from, for example, a site visit to the remote site, Supra Telecom may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Supra Telecom should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Supra Telecom should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Supra Telecom and inform Supra Telecom of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide Supra Telecom with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier

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serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

- 2.3 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Supra Telecom request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by Supra Telecom, up to a maximum of thirty (30) wire centers per Supra Telecom request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) Supra Telecom agrees to pay the costs incurred by BellSouth in providing the information.

3. **COLLOCATION OPTIONS**

- 3.1 **Cageless.** BellSouth shall allow Supra Telecom to collocate Supra Telecom's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Supra Telecom to have direct access to Supra Telecom's equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Supra Telecom's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Supra Telecom must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant.

- 3.2 **Caged.** At Supra Telecom's expense, Supra Telecom may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Supra Telecom's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Supra Telecom and provide, at Supra Telecom's expense, the documentation, including existing building

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architectural drawings, enclosure drawings, and specifications required and necessary for Supra Telecom to obtain the zoning, permits and/or other licenses. Supra Telecom's Certified Supplier shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Supra Telecom's Certified Supplier. Supra Telecom must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Supra Telecom's locked enclosure prior to notifying Supra Telecom. Upon request, BellSouth shall construct the enclosure for Supra Telecom.

- 3.2.1 BellSouth may elect to review Supra Telecom's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Supra Telecom indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Supra Telecom has indicated their desire to construct their own enclosure. If Supra Telecom's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Supra Telecom's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Supra Telecom to remove or correct within seven (7) calendar days at Supra Telecom's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Collocation. Supra Telecom may allow other telecommunications carriers to share Supra Telecom's Remote Collocation Space pursuant to terms and conditions agreed to by Supra Telecom ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Supra Telecom shall notify BellSouth in writing upon execution of

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any agreement between the Host and its Guest within ten (10) calendar 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 Supra Telecom that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Supra Telecom.

- 3.3.1 Supra Telecom, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Supra Telecom with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Supra Telecom shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit A of Attachment 4 to this Agreement, which will be charged to the Host.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Supra Telecom 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 Supra Telecom's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation

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arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Supra Telecom and in conformance with BellSouth's design and construction specifications. Further, Supra Telecom shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

- 3.4.1 Should Supra Telecom elect Adjacent Collocation, Supra Telecom must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Supra Telecom and Supra Telecom's Certified Supplier must comply with local building code requirements. Supra Telecom's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Supra Telecom's Certified Supplier shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Supra Telecom's Certified Supplier. Supra Telecom must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Supra Telecom's locked enclosure prior to notifying Supra Telecom.
- 3.4.2 Supra Telecom must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Supra Telecom's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Supra Telecom to remove or correct within seven (7) calendar days at Supra Telecom's expense any structure that does not meet these plans and specifications.

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- 3.4.3 Supra Telecom shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Supra Telecom'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. Supra Telecom's Certified Supplier shall be responsible, at Supra Telecom's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Supra Telecom to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall Supra Telecom use the Collocation Space for the sole or primary purpose of cross connecting to other CLECs.
- 3.5.1 The CCXC shall be provisioned through facilities owned by Supra Telecom. Such connections to other carriers may be made using either optical or electrical facilities. Supra Telecom may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Supra Telecom may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Supra Telecom is responsible for ensuring the integrity of the signal.
- 3.5.2 Supra Telecom shall be responsible for obtaining authorization from the other CLEC(s) involved. Supra Telecom must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Supra Telecom-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Supra Telecom may have the option of constructing its own dedicated support structure.
- 3.5.3 To order CCXCs Supra Telecom must submit an Initial Application or Subsequent Application. If no modification to the Collocation

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Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit A of Attachment 4 to this Agreement, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply.

**4. OCCUPANCY**

4.1 Occupancy. BellSouth will notify Supra Telecom in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). Supra Telecom will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Supra Telecom that Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that Supra Telecom fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Supra Telecom and billing will commence on the sixteenth day after BellSouth releases the Remote Collocation Space. Supra Telecom 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 cross connects until receipt of such notice. For purposes of this paragraph, Supra Telecom's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Supra Telecom may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Supra Telecom's right to occupy the Remote Collocation Space in the event Supra Telecom fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, Supra Telecom at its expense shall remove its equipment and other property from the Remote Collocation Space. Supra Telecom shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Supra Telecom's Guests, unless Supra Telecom's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Supra Telecom shall continue payment of monthly

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fees to BellSouth until such date as Supra Telecom, and if applicable Supra Telecom's Guest has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Supra Telecom or Supra Telecom's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Supra Telecom or Supra Telecom's Guest at Supra Telecom's expense and with no liability for damage or injury to Supra Telecom or Supra Telecom's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Supra Telecom's right to occupy Remote Collocation Space, Supra Telecom shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Supra Telecom except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts Supra Telecom's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. Supra Telecom shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

## **5. USE OF REMOTE COLLOCATION SPACE**

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested

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equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1 and equipment design spatial requirements per GR-63-CORE, Section 2, requirement numbers 3, 23, 25 and 34. Cageless collocation arrangements must additionally meet GR-63-CORE, Section 2, requirement numbers 1, 2, 5, 6, 15, 17, 19, 20, 21 and 26. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Supra Telecom's failure to comply with this Section.
- 5.1.2.1 All Supra Telecom equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Supra Telecom shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Supra Telecom shall place a plaque or other identification affixed to Supra Telecom's equipment to identify Supra Telecom's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Supra Telecom may elect to place Supra Telecom-owned or Supra Telecom-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Supra Telecom will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder

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Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Supra Telecom must contact BellSouth for instructions prior to placing the entrance facility cable. Supra Telecom is responsible for maintenance of the entrance facilities.

- 5.4.1 **Shared Use.** Supra Telecom may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Supra Telecom's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit A of Attachment 4 to this Agreement will apply. If Supra Telecom desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 **Demarcation Point.** BellSouth will designate the point(s) of demarcation between Supra Telecom'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. Supra Telecom or its agent must perform all required maintenance to Supra Telecom equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 **Supra Telecom's Equipment and Facilities.** Supra Telecom, or if required by this Attachment, Supra Telecom's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Supra Telecom which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Supra Telecom and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 **BellSouth's Access to Remote Collocation Space.** From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.8 **Access.** Pursuant to Section 12, Supra Telecom shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Supra Telecom agrees to provide the name and social security number or date of birth or driver's license

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number of each employee, contractor, or agents of Supra Telecom or Supra Telecom's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Supra Telecom and returned to BellSouth Access Management within fifteen (15) calendar days of Supra Telecom's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Supra Telecom agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Supra Telecom employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Supra Telecom or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.8.1 BellSouth will permit one accompanied site visit to Supra Telecom's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Supra Telecom. Supra Telecom must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Supra Telecom desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Supra Telecom may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Supra Telecom desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Supra Telecom to access the Remote Collocation Space accompanied by a security escort at Supra Telecom's expense. Supra Telecom must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Supra Telecom shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Supra Telecom shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Supra Telecom shall not use any product or

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service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Supra Telecom violates the provisions of this paragraph, BellSouth shall give written notice to Supra Telecom, which notice shall direct Supra Telecom to cure the violation within forty-eight (48) hours of Supra Telecom's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Supra Telecom fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Supra Telecom's equipment. BellSouth will endeavor, but is not required, to provide notice to Supra Telecom prior to taking such action and shall have no liability to Supra Telecom for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Supra Telecom fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Supra Telecom or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable

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information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Supra Telecom shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.11 Personalty and its Removal. Facilities and equipment placed by Supra Telecom in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Supra Telecom at any time. Any damage caused to the Remote Collocation Space by Supra Telecom's employees, agents or representatives shall be promptly repaired by Supra Telecom at its expense.
- 5.12 Alterations. In no case shall Supra Telecom or any person acting on behalf of Supra Telecom make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by Supra Telecom. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee.
- 5.13 Upkeep of Remote Collocation Space. Supra Telecom shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Supra Telecom shall be responsible for removing any Supra Telecom debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.
- 6. ORDERING AND PREPARATION OF COLLOCATION SPACE**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Supra Telecom and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of

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this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 **Initial Application.** For Supra Telecom or Supra Telecom's Guest(s) initial equipment placement, Supra Telecom shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 **Subsequent Application** In the event Supra Telecom or Supra Telecom's Guest(s) desires to modify the use of the Remote Collocation Space after Bona Fide Firm Order, Supra Telecom shall complete an application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by Supra Telecom in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 **Application Fee for Subsequent Application.** The application fee paid by Supra Telecom for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit A of Attachment 4 – Collocation of this Agreement. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information.
- 6.4 **Availability of Space.** Upon submission of an application, BellSouth will permit Supra Telecom to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Supra Telecom of the amount that is available.

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- 6.5 **Space Availability Notification**
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Supra Telecom of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Supra Telecom or differently configured, Supra Telecom must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by Supra Telecom or differently configured, Supra Telecom must amend its application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.6 **Denial of Application.** If BellSouth notifies Supra Telecom that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Supra Telecom that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Supra Telecom, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 **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). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of

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the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Supra Telecom to inspect any plans or diagrams that BellSouth provides to the Commission.

- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, Supra Telecom must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Supra Telecom has originally requested caged collocation space and cageless collocation space becomes available, Supra Telecom may refuse such space and notify BellSouth in writing within that time that Supra Telecom wants to maintain its place on the waiting list without accepting such space. Supra Telecom may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Supra Telecom does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove

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Supra Telecom from the waiting list. Upon request, BellSouth will advise Supra Telecom as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
  - 6.10.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Supra Telecom to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Supra Telecom submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.11 Application Modifications.
  - 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Supra Telecom or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge Supra Telecom a full application fee as set forth in Exhibit A of Attachment 4 of this Agreement.
- 6.12 Bona Fide Firm Order.
  - 6.12.1 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Supra Telecom shall indicate its intent to

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proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Supra Telecom's Bona Fide application or the application will expire.

- 6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Supra Telecom's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

## 7. **CONSTRUCTION AND PROVISIONING**

### 7.1 Construction and Provisioning Intervals.

- 7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Supra Telecom cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Supra Telecom with the estimated completion date in its Response.

- 7.3 Joint Planning. Joint planning between BellSouth and Supra Telecom will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order.

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BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Supra Telecom during joint planning.

- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk Through. Supra Telecom will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Supra Telecom that the collocation space is ready for occupancy ("Space Ready Date"). In the event that Supra Telecom fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Supra Telecom. BellSouth will correct any deviations to Supra Telecom's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. Supra Telecom shall select a supplier which has been approved by BellSouth to perform all engineering and installation work. Supra Telecom and Supra Telecom's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Supra Telecom must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Supra Telecom with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Supra Telecom's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Supra Telecom upon successful completion of installation. The BellSouth Certified Supplier shall bill Supra Telecom directly for all work performed for Supra Telecom pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Supra Telecom or any supplier proposed by Supra Telecom. All work performed by or for Supra Telecom shall conform to generally accepted industry guidelines and standards.

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- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Supra Telecom shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Supra Telecom's Remote Collocation Space. Upon request, BellSouth will provide Supra Telecom with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Supra Telecom. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, Supra Telecom may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Supra Telecom, such information will be provided to Supra Telecom in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Supra Telecom within one hundred eighty 180 calendar days of BellSouth's written denial of Supra Telecom's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Supra Telecom was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then Supra Telecom may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Supra Telecom must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.9 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation

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