

**BELLSOUTH OPPOSITION**

**WC DOCKET NO. 02-238**

**EXHIBIT B**

**PART 12 OF 13**

**OPTIONAL DAILY USAGE FILE**

1           Upon written request from Supra Telecom, BellSouth will provide the  
Optional Daily Usage File ("ODUF") service to Supra Telecom  
pursuant to the terms and conditions set forth in this section.

2           Supra Telecom shall furnish all relevant information required by  
BellSouth for the provision of the Optional Daily Usage File.

3           The Optional Daily Usage Feed will contain billable messages that  
were carried over the BellSouth Network and processed in the  
BellSouth Billing System, but billed to an Supra Telecom end user.

Charges for delivery of the Optional Daily Usage File will appear on the  
Supra Telecoms' monthly bills. The charges are as set forth in Exhibit  
A to this Attachment 6, incorporated herein by this reference.

4           The Optional Daily Usage Feed will contain both rated and unrated  
messages. All messages will be in the standard Alliance for  
Telecommunications Industry Solutions ("ATIS") EMI record format.

5           Messages that error in the billing system of the Supra Telecom will be  
the responsibility of the Supra Telecom. If, however, the Supra  
Telecom should encounter significant volumes of errored messages  
that prevent processing by the Supra Telecom within its systems,  
BellSouth will work with the Supra Telecom to determine the source of  
the errors and the appropriate resolution.

6           The following specifications shall apply to the Optional Daily Usage  
Feed.

6.1           Usage To Be Transmitted

6.1.1          The following messages recorded by BellSouth will be transmitted to  
the Supra Telecom:

- message recording for per use/per activation type services  
(examples: Three Way Calling, Verify, Interrupt, Call Return,  
ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service

July 15, 2002

- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Supra Telecom.
- 6.1.4 In the event that Supra Telecom detects a duplicate on Optional Daily Usage File they receive from BellSouth, Supra Telecom will drop the duplicate message (Supra Telecom will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to Supra Telecom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Supra Telecom for the purpose of data transmission. Where a dedicated line is required, Supra Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by

July 15, 2002

BellSouth and the associated charges assessed to Supra Telecom. Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecom will be the responsibility of Supra Telecom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Supra Telecom end for the purpose of data transmission will be the responsibility of Supra Telecom.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Supra Telecom which BellSouth RAO that is sending the message. BellSouth and Supra Telecom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Supra Telecom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 Supra Telecom will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Supra Telecom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Supra Telecom by BellSouth.

6.5 Control Data

Supra Telecom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Supra Telecom received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for

packs that were rejected by Supra Telecom for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from Supra Telecom, BellSouth shall send test files to Supra Telecom for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Supra Telecom set up a production (LIVE) file. The live test may consist of Supra Telecom's employees making test calls for the types of services Supra Telecom requests on the Optional Daily Usage File. These test calls are logged by Supra Telecom, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

**ENHANCED OPTIONAL DAILY USAGE FILE**

1           Upon written request from Supra Telecom, BellSouth will provide the Enhanced Optional Daily Usage File (“EODUF”) service to Supra Telecom pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2           Supra Telecom shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

3           The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4           Charges for delivery of the Enhanced Optional Daily Usage File will appear on the Supra Telecoms’ monthly bills. The charges are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.

5           All messages will be in the standard Alliance for Telecommunications Industry Solutions (“ATIS”) EMI record format.

6           Messages that error in the billing system of the Supra Telecom will be the responsibility of the Supra Telecom. If, however, the Supra Telecom should encounter significant volumes of errored messages that prevent processing by the Supra Telecom within its systems, BellSouth will work with the Supra Telecom to determine the source of the errors and the appropriate resolution.

7           The following specifications shall apply to the Optional Daily Usage Feed.

7.1           Usage To Be Transmitted

7.1.1        The following messages recorded by BellSouth will be transmitted to Supra Telecom:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

- Date of Call
- From Number
- To Number

July 15, 2002

Connect Time  
Conversation Time  
Method of Recording  
From RAO  
Rate Class  
Message Type  
Billing Indicators  
Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Supra Telecom.
- 7.1.3 In the event that Supra Telecom detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Supra Telecom will drop the duplicate message (Supra Telecom will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
- 7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Supra Telecom over their existing ODUF feed. The EODUF messages will be intermingled among Supra Telecom's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Supra Telecom for the purpose of data transmission. Where a dedicated line is required, Supra Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecom. Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecom will be the responsibility of Supra Telecom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and

July 15, 2002

software, that is required on Supra Telecom end for the purpose of data transmission will be the responsibility of Supra Telecom.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The Operating Company Number ("OCN"), From Revenue Accounting Office ("RAO"), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Supra Telecom which BellSouth RAO that is sending the message. BellSouth and Supra Telecom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Supra Telecom and resend the data as appropriate.

7.3.3 THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

July 15, 2002

**Access Daily Usage File**

- 1.1 Upon written request from Supra Telecom, BellSouth will provide the Access Daily Usage File (ADUF) service to Supra Telecom pursuant to the terms and conditions set forth in this section.
- 1.2 The Supra Telecom shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- 1.3 The Access Daily Usage Feed will contain access messages associated with a port that Supra Telecom has purchased from BellSouth
- 1.4 Charges for delivery of the Access Daily Usage File will appear on the Supra Telecoms' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 1.5 Messages that error in the billing system of the Supra Telecom will be the responsibility of the Supra Telecom. If, however, the Supra Telecom should encounter significant volumes of errored messages that prevent processing by the Supra Telecom within its systems, BellSouth will work with the Supra Telecom to determine the source of the errors and the appropriate resolution.

**2. USAGE TO BE TRANSMITTED**

- 2.1 The following messages recorded by BellSouth will be transmitted to Supra Telecom:
- 2.2 Recorded originating and terminating interstate and intrastate access records associated with a port.
- 2.3 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 2.4 - When Supra Telecom purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:
- 2.5 Originating from Network Element and carried by Interexchange Carrier:
- 2.6 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

July 15, 2002

- 2.7 Originating from network element and carried by BellSouth (Supra Telecom is BellSouth's toll customer).
- 2.8 Terminating on network element and carried by Interexchange Carrier:
- 2.9 BellSouth will bill network element to Supra Telecom and send access record to Supra Telecom.
- 2.10 Terminating on network element and carried by BellSouth:
- 2.11 BellSouth will bill network element to Supra Telecom and send access record to Supra Telecom.
- 2.12 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Supra Telecom.
- 2.13 In the event that Supra Telecom detects a duplicate on the Access Daily Usage File they receive from BellSouth, Supra Telecom will drop the duplicate message (Supra Telecom will not return the duplicate to BellSouth.)

### 3. **PHYSICAL FILE CHARACTERISTICS**

- 3.1 The Access Daily Usage File will be distributed to Supra Telecom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 3.2 Data circuits (private line or dial-up) may be required between BellSouth and Supra Telecom for the purpose of data transmission. Where a dedicated line is required, Supra Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecom. Additionally, all message toll charges

July 15, 2002

associated with the use of the dial circuit by Supra Telecom will be the responsibility of Supra Telecom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Supra Telecom end for the purpose of data transmission will be the responsibility of Supra Telecom.

4. **Packing Specifications**

4.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

4.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Supra Telecom which BellSouth RAO that is sending the message. BellSouth and Supra Telecom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Supra Telecom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

5. **Pack Rejection**

5.1 Supra Telecom will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Supra Telecom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Supra Telecom by BellSouth.

6. **Control Data**

6.1 Supra Telecom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Supra Telecom received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Supra Telecom for reasons stated in the above section.

7. **Testing**

July 15, 2002

- 7.1 Upon request from Supra Telecom, BellSouth shall send a test file of generic data to Supra Telecom via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

July 15, 2002

ODUF/ADUF/CMDS - Florida										Attachment: 6		Exhibit: A										
CATEGORY	RATE ELEMENTS	Inter m	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
<b>ODUF/ADUF/CMDS</b>																						
<b>ACCESS DAILY USAGE FILE (ADUF)</b>																						
	ADUF: Message Processing, per message				N/A	0.014391																
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012973																
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																						
	ODUF: Recording, per message				N/A	0.0000071																
	ODUF: Message Processing, per message				N/A	0.006835																
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.96																
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010811																
<b>CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)</b>																						
	CMDS: Message Processing, per message				N/A	0.004																
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001																
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																						
	EODUF: Message Processing, per message				N/A	0.229109																
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																						

**ATTACHMENT 7**  
**INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,**  
**MAINTENANCE AND REPAIR AND PRE-ORDERING**

July 15, 2002

**TABLE OF CONTENTS**

<b>1</b>	<b>General Conditions .....</b>	<b>3</b>
<b>2</b>	<b>Pre-ordering.....</b>	<b>5</b>
<b>3</b>	<b>Ordering and Provisioning .....</b>	<b>6</b>
<b>4</b>	<b>Maintenance.....</b>	<b>10</b>
<b>5</b>	<b>Operational Readiness Test (“ORT”).....</b>	<b>12</b>

July 15, 2002

**INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,  
MAINTENANCE AND REPAIR AND PRE-ORDERING**

**1. GENERAL CONDITIONS**

1.1 BellSouth shall accept orders for Service and Elements in accordance with the Federal Communications Commission Rules or State Commission Rules. This Attachment 7 sets forth the terms and conditions under which BellSouth will provide Supra Telecom access to the following BellSouth Operations Support Systems (“OSS”) functions. Access to these functions shall be via various interfaces and personnel and may be used by Supra Telecom for pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, which are supported by BellSouth databases, information, and personnel. Ordering of Services and Elements shall be electronic in all instances except where electronic ordering capability has not been developed for the particular Services and Elements being ordered, as long as, BellSouth provisions orders for complex services for itself and ALECs in a like fashion and in substantially the same time and manner, or in the instance where the electronic interface is temporarily unavailable. If the electronic interface is not available, orders may be sent to BellSouth via facsimile, United States Mail, or in a manner otherwise agreed to by the Parties. BellSouth may manually intervene in Supra’s orders in the same manner as it does its own retail orders. In no case will direct access to BellSouth’s OSS be required. BellSouth’s current interfaces to OSS functions are:

<b>Interfaces</b>	<b>Function</b>
<b>EDI, TAG, LENS, LENS99</b>	<b>Ordering</b>
<b>TAG, LENS, LENS99</b>	<b>Pre-order</b>
<b>EDI, TAG, LENS, LENS99, CSOTS</b>	<b>Provisioning</b>
<b>EBI (ECTA), TAFI</b>	<b>Maintenance and Repair</b>
<b>CABS, CRIS, BIBS</b>	<b>Billing and Recording</b>

1.2 BellSouth will provide Supra Telecom with access to the interfaces twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance. BellSouth shall provide Supra Telecom a

July 15, 2002

- minimum of fifteen (15) calendar days advance notice of any scheduled maintenance.
- 1.3 Downtime shall be scheduled when systems experience minimum usage.
- 1.4 Single Point of Contact ("SPOC")
- 1.4.1 BellSouth will provide a SPOC to provide technical support for the interfaces described herein. Supra Telecom will also provide a SPOC for technical issues related to said interfaces.
- 1.4.2 BellSouth will provide a SPOC for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of BellSouth's Services and Elements.
- 1.4.3 BellSouth and Supra Telecom will provide one another with toll-free contact numbers for their respective SPOCs.
- 1.5 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 1.6 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to Supra Telecom, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 1.7 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.
- 1.8 Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to Supra Telecom under this Agreement must be at least equal in quality to that provided by BellSouth to itself and its affiliates. The service standards, measurements and performance incentives applicable to the

July 15, 2002

interfaces are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.

- 1.9           Supra Telecom and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") ("ATIS and its associated committees"). Where standard industry formats and data elements are not developed by ATIS and its associated committees, Supra Telecom and BellSouth will use the Change Control Process to address the specific format or data element requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the Change Control Process to determine whether to continue to utilize the non-ATIS and its associated committees standard or format and when to implement the ATIS and its associated committees standard or format.
  
- 1.10           Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier [i.e., PIC, and LPIC changes via Customer Account Record Exchange ("CARE")], BellSouth will provide the affected inter-exchange carriers with the Operating Company Number ("OCN") of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
  
- 1.11           Product and Service Information Management Systems ("PSIMS"). BellSouth shall provide Supra Telecom on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of the features and functions available on an end office-by-office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.
  
- 1.11.1           Access to other information and/or databases, including but not limited to CSRs, RSAG, and LFACs, shall be made available to Supra via the interfaces described in Section 1.1 above, and BellSouth shall not provide downloads of that information or direct access to such databases.
  
2.           **PRE-ORDERING**
  
- 2.1           BellSouth shall provide access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, dispatch and available installation appointments, PIC options for intraLATA and interLATA toll, loop qualification information and end user record information.

July 15, 2002

- 2.2 BellSouth shall provide Supra Telecom with non-discriminatory access to the loop qualification information that is available to BellSouth, so that Supra Telecom can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that Supra Telecom intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.
- 2.3 BellSouth and Supra Telecom will provide access to customer service record information where the Parties have the appropriate written authorization from the customer. Neither Party shall be required to present prior written authorization from each customer to the other Party before being allowed access to customer record information. Each Party will issue the other a blanket letter of authorization that states that Supra Telecom and BellSouth will obtain the customer's permission before accessing customer records. Each Party shall retain the letters of authorization from its end users. If BellSouth desires to request a Customer Service Record ("CSR") for an Supra Telecom customer, BellSouth is required to complete a Customer Service Information Query ("CSIQ") form and send via facsimile to Supra Telecom. Supra Telecom will accept CSR requests from BellSouth as acting agent for the customer (BellSouth should retain Letter of Authorization ("LOA") on file). Supra Telecom will provide the CSR and return via facsimile both the CSIQ form and the CSR within 48 hours or 2 business days, if the first of the two days falls on a Friday or a holiday. The work center's facsimile telephone number is (404) 329-2169. Voice inquiries on the CSIQ should be directed to (404) 982-6611.

**3. ORDERING AND PROVISIONING**

- 3.1 BellSouth will recognize Supra Telecom as the customer of record for services ordered by Supra Telecom pursuant to this Agreement and will send all notices, invoices and pertinent information directly to Supra Telecom. Except as otherwise specifically provided in this Agreement, Supra Telecom shall be the single and sole point of contact for all Supra Telecom end users.

July 15, 2002

- 3.2 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.
- 3.3 BellSouth will provide access to ordering and provisioning functions via the interfaces as set forth in Section 1.1 of this Attachment 7. To order the services, Supra Telecom will format the service request pursuant to the requirements of the interface utilized.
- 3.4 Supra Telecom may submit, and BellSouth will accept, orders for Services and Elements on a single service request per end user account.
- 3.5 Currently all telecommunications services for resale; unbundled network elements, and interconnection are requested via BellSouth's Local Service Request ("LSR"). The exception to this is an industry wide exception dealing with ordering interconnection local trunking which is ordered on an Access Service Request ("ASR"). Ordering procedures are as outlined in the ordering guide posted on the web. Changes or additions to ordering procedures resulting from new Services and Elements shall be provided to Supra Telecom through its account team and BellSouth's Internet website and shall comply with Section 1.5 of this Attachment, incorporated herein by this reference.
- 3.6 Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record information and placing local service requests shall be as set forth in Exhibit A of Attachment 2 of this Agreement, for submission of LSRs other than resale. No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces utilized by Supra Telecom are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.
- 3.7 Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by Supra Telecom. BellSouth may only charge

July 15, 2002

- manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives.
- 3.7.1 BellSouth shall purge orders on the 11<sup>th</sup> business day after a clarification request, if a supplemental LSR is not submitted by Supra that is responsive to the clarification request on the original LSR. BellSouth will not provide notification of the purge provided the BellSouth Business Rules are available to Supra.
- 3.8 BellSouth shall provide all ordering and provisioning services to Supra Telecom during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Ordering and provisioning support required by Supra Telecom outside of these hours will be considered outside of normal business hours and will be subject to overtime billing.
- 3.9 If Supra Telecom requests that BellSouth perform provisioning services at times or on days other than as required in the preceding sentence, BellSouth shall provide Supra Telecom a quote for such services consistent with the provisions set forth in Exhibit A of Attachment 2 of this Agreement, incorporated herein by this reference.
- 3.10 To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Supra Telecom will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Supra Telecom wishes to reinstate an order, Supra Telecom may be required to submit a new service order.
- 3.11 Upon request from Supra Telecom, and consistent with the provisions set forth in Attachment 2 of this Agreement, incorporated herein by this reference, BellSouth will provide an intercept referral message for any order for Services and Elements which include any new Supra Telecom telephone number.
- 3.12 BellSouth will provide Supra Telecom with a Firm Order Confirmation ("FOC") in compliance with the provisions of Attachment 9 of this Agreement, incorporated herein by this reference. The FOC will provide Supra Telecom with the BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service). Additional specific data may also be provided, if appropriate.
- 3.13 Supra Telecom will specify on each order its Desired Due Date ("DDD") for completion of that particular order. BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will notify Supra Telecom if the DDD

July 15, 2002

cannot be met. BellSouth will make best effort to meet the DDD for service requests.

- 3.14 If, during the provisioning visit to the Supra Telecom end user premises, the Supra Telecom end user requests additional work, BellSouth will contact Supra Telecom for authorization to perform said work; will provide an estimate of time and materials required; will quote time and charges at the completion of the visit; and will notify Supra Telecom if a subsequent visit is required.
- 3.14.1 Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, Supra Telecom must request the expedite through the appropriate BellSouth service center on the appropriate service request form. The BellSouth service center will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The BellSouth service center will advise Supra Telecom of this date on the FOC. If the date on the FOC does not meet Supra Telecom's expedited request, Supra Telecom may escalate to the appropriate center. BellSouth may bill expedite charges for expedited due date and will advise Supra Telecom of any charges at the time the offered date is provided. However, Supra is not required to pay for expedited service when BellSouth provides the service after the promised expedited date, but prior to BellSouth's standard interval. BellSouth will provide an escalation list to Supra Telecom containing the names and numbers of the appropriate personnel escalations are to be referred.
- 3.15 When Supra Telecom orders Services and Elements electronically pursuant to this Agreement, BellSouth shall provide notification electronically of any instances when (1) BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any service, (2) an order contains Rejections/Errors in any of the data element(s) fields, or (3) completion notice. When Supra Telecom orders Services and Elements pursuant to this Agreement manually, BellSouth shall provide notification in the same manner in which it was sent of any instances when an order contains Rejections/Errors in any of the data element(s) fields. Any other notification or request for manual orders shall be available through BellSouth's Internet web site. Such notice will be made as soon as the jeopardy or reject is identified. When BellSouth rejects or clarifies a local service request (LSR), BellSouth shall identify all readily apparent errors in the LSR. However, because it may not be technically feasible for BellSouth to process the LSR

July 15, 2002

beyond the point where the rejection occurred, BellSouth shall only be required to identify the error that triggered the rejection.

- 3.16 BellSouth and Supra Telecom will perform co-operative testing (including trouble shooting to isolate problems) to test any Services and Elements purchased by Supra Telecom pursuant to this Agreement in order to identify any performance problems identified at turn-up of the Services and Elements.
- 3.17 Where BellSouth provides installation on behalf of Supra Telecom, BellSouth shall advise the Supra Telecom end user to notify Supra Telecom immediately if the Supra Telecom end user requests a service change at the time of installation.
- 3.18 Upon Supra Telecom's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.
- 3.19 Unless otherwise ordered by Supra Telecom, when Supra Telecom orders Services and Elements pursuant to this Agreement, all pre-assigned trunk or telephone numbers currently associated with those Services and Elements shall be retained without loss of switched based features where such features exist. Supra Telecom shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

#### **4. MAINTENANCE**

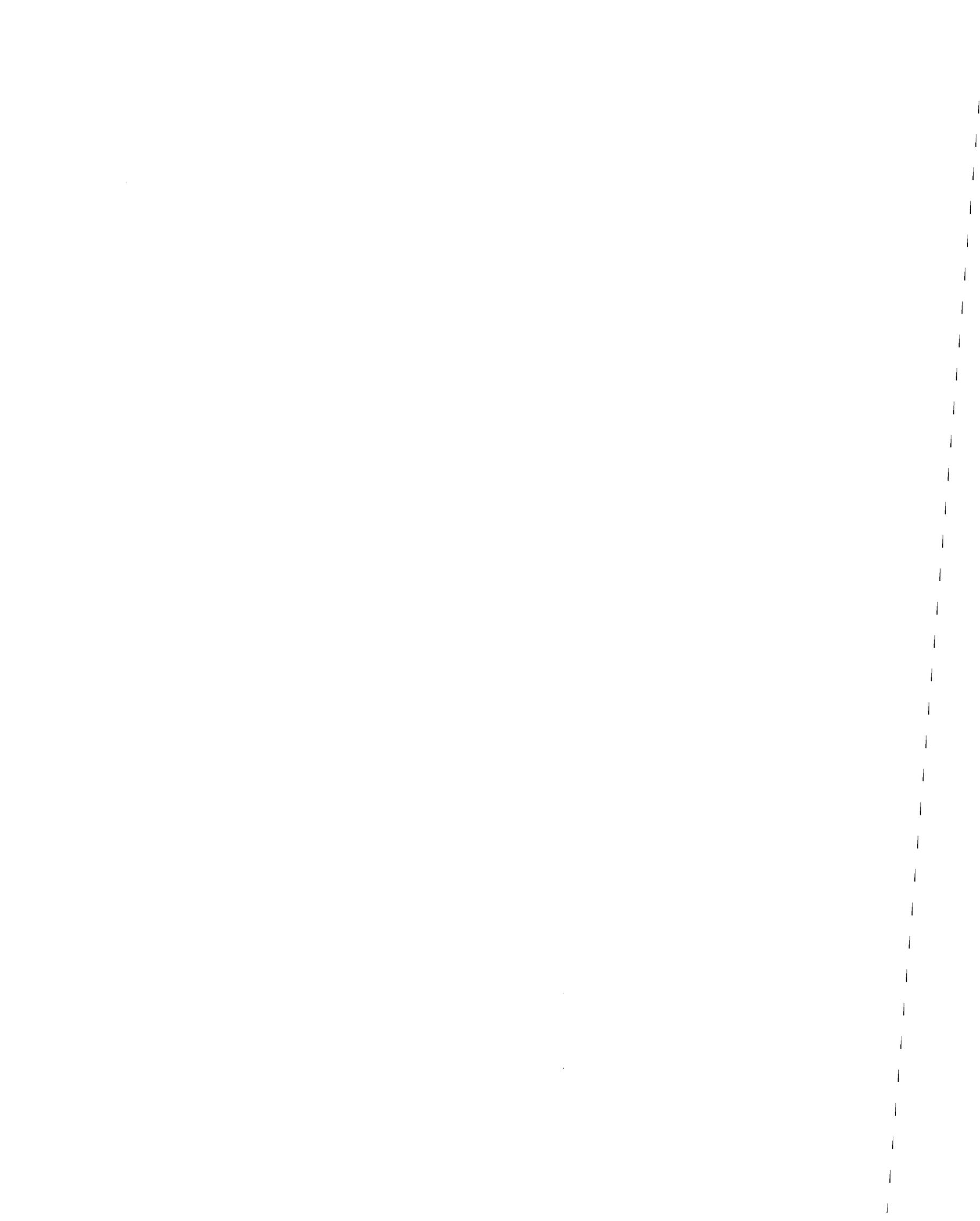
- 4.1 BellSouth shall perform maintenance functions for all Services and Elements provided pursuant to this Agreement in accordance with the terms and conditions of this Attachment 7 and as set forth in the Operational Understanding between BellSouth and Supra Telecom Maintenance Centers ("Operational Understanding"), incorporated herein by this reference.
- 4.2 BellSouth shall provide Supra Telecom with access to maintenance and repair functions through its TAFI and EBI/ECTA interfaces.
  - 4.2.1 The functionality provided through the EBI/ECTA interface shall be as set forth in the adopted applicable national standards.
  - 4.2.2 When providing repair service for an Supra Telecom end user, the TAFI interface shall allow Supra Telecom personnel to: (i) enter a trouble ticket into the BellSouth maintenance system; (ii) track the current status on all Supra Telecom end user repair tickets; (iii)

July 15, 2002

receive "estimated time to repair" on a real time basis; (iv) if the trouble is feature related, display a list of the products and services that are programmed on a resold line or loop/port combination; (v) cause TAFI to perform an electronic test at the time of ticket entry and to display the test results on the screen; (vi) display pending orders associated with a resold line or loop/port combination; (vii) view the LMOS trouble report; (viii) query the switch serving the resold line or loop/port combination and view the current central office translations associated with said line or combination; (ix) view both abbreviated and extended trouble histories for a resold line or loop/port combination record in LMOS; (x) view the end user's resold line or loop/port combination record in LMOS; (xi) if the trouble is feature related, add or delete features to a resold line or loop/port combination; and (xii) route a repair ticket to the appropriate BellSouth work group for trouble handling (e.g., field dispatch, central office dispatch, further analysis of trouble by BellSouth personnel).

- 4.3 BellSouth service technicians shall provide to Supra Telecom end users repair service that is at least equal in quality to that provided to BellSouth end users and trouble calls from Supra Telecom shall receive response time priority that is at least equal to that of BellSouth end users and shall be handled on a "first come first served" basis regardless of whether the end user is an Supra Telecom end user or a BellSouth end user.
- 4.4 For services provided through resale, BellSouth agrees to provide Supra Telecom with scheduled maintenance for residence and small business end users consistent with the Operational Understanding. BellSouth agrees to provide Supra Telecom written notification of Central Office conversions and such conversions consistent with the Operational Understanding.
- 4.5 Maintenance charges for premises visits by BellSouth technicians shall be billed by Supra Telecom to its end user, and not by BellSouth. The BellSouth technician shall, (i) contact Supra Telecom for authorization, (ii) provide an estimate of time and materials required, (iii) quote time and charges at the completion of the repair visit to the end user, (iv) notify Supra Telecom if a subsequent visit is required. BellSouth will bill maintenance charges for premises visits to Supra Telecom.
- 4.6 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the end user with a form that is consistent with Section 19 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, detailing the time

July 15, 2002



spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary, in which case, BellSouth technician shall make an additional appointment with the end user. The BellSouth technician shall obtain the end user's signature upon said form, and then use the signed form to input maintenance charges into BellSouth's billing database.

**5. OPERATIONAL READINESS TEST ("ORT")**

- 5.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct Operational Readiness Testing ("ORT") which will allow for the testing of the systems, interfaces, and processes for the OSS functions.
- 5.2 For each OSS training class offered by BellSouth, Supra Telecom shall receive at no cost, one seat per class per year. Job aids for updates to such OSS training information are available to Supra Telecom on the BST Website
- 5.3 Prior to live system usage, Supra Telecom will complete user education classes for BellSouth-provided interfaces that affect the BellSouth network.

July 15, 2002

ATTACHMENT 8

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

*Between*

**BELLSOUTH TELECOMMUNICATIONS, INC.**  
*(Licensor)*

*And*

**Supra Telecommunications and Information Systems, Inc.**  
*(Licensee)*

Licensee desires to conduct business in the following area(s):

AL    KY    LA    MS    TN    FL    GA    NC    SC

or

BellSouth Region

**BELLSOUTH License Agreement Number -** \_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

July 15, 2002

## CONTENTS

<b>SECTION</b>		<b>PAGE</b>
1	Definitions	3
2	Scope of Agreement	6
3	Requirements and Specifications	11
4	Additional Legal Requirements	18
5	Facilities and Licenses	19
6	Make-Ready Work	20
7	Application Forms and Fees	21
8	Processing of Applications	23
9	Issuance of Licenses	24
10	Construction of Licensee's Facilities	25
11	Use and Routine Maintenance of Licensee's Facilities	27
12	Modification and Replacement of Licensee's Facilities	29
13	Rearrangement of Facilities at request of Another	29
14	Emergency Repairs and Pole Replacements	31
15	Inspection by BellSouth of Licensee's Facilities	31
16	Notice of Noncompliance	31
17	Unauthorized Occupancy or Utilization of BellSouth's Facilities	33
18	Removal of Licensee's Facilities	34
19	Fees, Charges, and Billing	34
20	Advance Payment and Imputation	35
21	Assurance of Payment	35
22	Insurance	35
23	Authorization Not Exclusive	36
24	Assignment of Rights	36
25	Failure to Enforce	37
26	Dispute Resolution	37
27	Supersedure of Agreement(s)	37
<b>EXHIBITS</b>		
A	2000 FCC Formula Support Fees	38
B	Records Maintenance Centers	39

July 15, 2002

## RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment 8 sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's poles, ducts, conduits and rights-of-way, pursuant to the Act.

### 1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in Sections 1.1 through 1.29.

- 1.1 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.
- 1.2 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 1.3 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151, et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in Section 1.23 following.
- 1.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".
- 1.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

July 15, 2002

- 1.6 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.
- 1.7 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Attachment 8, the term refers to conduit systems owned or controlled by BellSouth.
- 1.8 Cost. The term "cost" as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.
- 1.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment 8, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.
- 1.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 1.11 The acronym "FCC" refers to the Federal Communications Commission.
- 1.12 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 1.13 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.
- 1.14 Licensee. The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.
- 1.15 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.
- 1.16 License. The term "license" refers to any license issued pursuant to this Attachment 8 and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Attachment 8.
- 1.17 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of Licensee's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of

July 15, 2002

existing facilities on a pole or in a conduit system where such work is required solely to accommodate Licensee's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of Licensee's facilities.

- 1.18 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.
- 1.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.
- 1.20 Person acting on Licensee's behalf. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.
- 1.21 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.22 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

July 15, 2002

- 1.23 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.24 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate Licensee's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate Licensee's facilities.
- 1.25 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.26 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.27 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, Licensee, or a third party for maintenance, repair, or emergency restoration.
- 1.28 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State in which the access to BellSouth poles, ducts, conduits or rights-of-way, granted pursuant to this Attachment 8, occurs or attachment is located.
- 1.29 Third Party. The terms "third party" and "third parties" refer to persons and entities other than Licensee and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Attachment 8 or has any contractual rights hereunder.

## 2. **SCOPE OF AGREEMENT**

- 2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself, subsidiaries or affiliates, or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to Licensee because of the potential or forecasted needs of itself or other parties.

July 15, 2002

- 2.2 Attachments and Occupancies Authorized by this Attachment 8. BellSouth shall issue one or more licenses to Licensee authorizing Licensee to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
- 2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment 8 and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Attachment 8.
- 2.2.2 Licensee agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.
- 2.3 Licenses. Subject to the terms and conditions set forth in this Attachment 8, BellSouth shall issue to Licensee one or more licenses authorizing Licensee to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on reasonable engineering concerns. BellSouth shall provide written notice to Licensee within forty-five (45) days of the request as per ¶ 1224 of the FCC Docket 96-98 specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system.
- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.
- 2.4.1 BellSouth shall provide Licensee with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify,

July 15, 2002

and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

- 2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Licensee.
- 2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in Section 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with Section 2.4.2, or, in the case where Licensee elects not to invoke its rights under Section 2.4.1 or Section 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any third party assignment of ROW's to Licensee.
- 2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a license or other attachment:
- 2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Attachment 8 nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Attachment 8 or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.
- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment 8 or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which Licensee has attached or placed facilities pursuant to licenses issued under this Attachment 8 provided however that BellSouth

July 15, 2002

shall give Licensee reasonable advance written notice of such intent to convey.

- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's pole attachment, conduit occupancy or ROW use, rights provided by licenses Issued pursuant to this Attachment 8.
- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under licenses issued pursuant to this Attachment 8.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Attachment 8 or any license issued hereunder shall not be construed as authorizing either party to this Attachment 8 to rearrange or interfere in

July 15, 2002

any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment 8 or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

- 2.8.1 Licensee acknowledges that the facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing Licensee facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.
- 2.8.3 With respect to facilities occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for conduit extensions or reinforcements, 60 days' written notice for pole line extensions, 60 days' written notice for pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to Licensee a right to maintain and use such facility. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of Licensee.
- 2.8.4 At Licensee's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.
- 2.9 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROW's will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

### **3. REQUIREMENTS AND SPECIFICATIONS**

- 3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the

July 15, 2002

date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code (NEC); and
- 3.1.3 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 3.1 of this Attachment 8 if required by law to do so or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Section 3.1 above, Licensee's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:
  - 3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.
  - 3.3.2 Licensee's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
  - 3.3.3 Licensee's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
  - 3.3.4 No coaxial cable of Licensee shall occupy a conduit system containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.
  - 3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
  - 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.

July 15, 2002

- 3.4 Additional Physical Design Specifications. Licensee's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:
- 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.
- 3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when Licensee's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's conduit to BellSouth's conduit system:
- 3.5.1 Licensee will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install Licensee facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's facilities into BellSouth's manholes and the placement of Licensee's facilities in BellSouth's manholes.
- 3.5.3 If Licensee constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If Licensee's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.
- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's conduit systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules. The parties

July 15, 2002

acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's facilities) within BellSouth's conduit system. Licensee represents and warrants that neither Licensee nor any person acting on Licensee's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

- 3.6.1 Licensee's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in Section 5.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.
- 3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.
- 3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's facilities shall be firmly secured and supported in accordance with BellCore and industry standards.
- 3.6.6 Licensee's facilities shall be plainly identified with Licensee's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.
- 3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements

July 15, 2002

thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or BellCore.
- 3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate

July 15, 2002

in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.

- 3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's conduit system.
- 3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.
- 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
- 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.
- 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.7.6 When an emergency situation arises which necessitates Carrier access to a manhole, Carrier should call BellSouth's Access Customer Advocate Center ("ACAC") or the Unbundled Network Element (UNE) Center. BellSouth will then contact the Maintenance Supervisor who will return the Carrier's call and will arrange for access with on-call maintenance field personnel during the emergency condition on an emergency basis. (A list of contact telephone numbers is available to each CLEC for this purpose.)

July 15, 2002

- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:
- 3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;
- 3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Licensee (and any person acting on Licensee's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.
- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which Licensee has applied for or holds a license, BellSouth will promptly notify Licensee of such fact.
- Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's conduit is fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:
- 3.9.1 Supra Telecom may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to Supra Telecom as Supra Telecom may deem necessary to determine

July 15, 2002

the presence at such sites of environmental contaminants. BellSouth will assist Supra Telecom, at Supra Telecom's request and expense, in the performance of such inspections and tests.

- 3.9.2 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601, et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251, et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).
- 3.9.3 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 3.9.4 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.5 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial

July 15, 2002

wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 3, the most stringent standard or specification shall apply.
- 3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of Licensee's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Attachment 8; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.
- 3.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.

#### **4. ADDITIONAL LEGAL REQUIREMENTS**

- 4.1 — Third Party Property Owners. Licenses granted under this Section authorize Licensee to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.
- 4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's

July 15, 2002

poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.
- 4.2.1 Licensee shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.
- 4.3 Lawful Purposes. All facilities placed by Licensee in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

## 5. **FACILITIES AND LICENSES**

- 5.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, Licensee must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license.
- 5.2 Provision of Records and Information to Licensee. In order to obtain information regarding facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types,

July 15, 2002

quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties. See Exhibit B, attached hereto and incorporated herein by this reference, for records location centers.

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth assumes no liability to Licensee or any third party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide pole, conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the facilities for which such information is desired. Licensee may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

## 6. **MAKE-READY WORK**

6.1 Work Performed by BellSouth. If performed by BellSouth, make-ready work to accommodate Licensee's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be subjugated to BellSouth work, nor entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Licensee desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

6.2 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.

July 15, 2002

- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with Section 3.6.7, all manhole pumping and purging shall be performed by a vendor approved by BellSouth.
- 6.4 Completion of Make-Ready Work. BellSouth will issue a license to Licensee at the time all make-ready work necessary to Licensee's attachment or occupancy has been completed.
7. **APPLICATION FORM AND FEES**
- 7.1 Application Process. To apply for a license under this Section, Licensee shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. BellSouth will process license applications in the order in which they are received; provided, however, that when Licensee has multiple applications on file with BellSouth, Licensee may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.
- 7.1.1 Each application for a license under this Section shall specify the proposed route of Licensee's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which Licensee desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which Licensee desires to attach to each pole.
- 7.1.2 Each application for a license under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 10.1 of this Attachment 8, and an indication of whether Licensee will, at its option, perform its own make-ready work.
- 7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable sheath. Licensee's lashing additional cable to existing facilities and placing additional cables in conduits or ducts already occupied by Licensee's facilities shall be permitted, and no additional fees will be

July 15, 2002

applied; provided, however, that if Licensee desires to lash additional cable to existing facilities of a third party Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing facilities. If BellSouth determines that the requested lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, Licensee must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

		Notices	Billing Address
<i>To Licensee as follows:</i>			
Contact			
Title			
Company			
Address			
Address			
City, State, and Zip Code			
Telephone			
Facsimile			
<i>with a copy to:</i>			
<i>and to Licensor as follows:</i>			
Contact		John T. Chaucer	
Title		Manager	
Company		BellSouth Telecommunications, Inc.	

July 15, 2002

Address	North W3D2
Address	3535 Colonnade Parkway
City, State, and Zip Code	Birmingham, AL 35243
Telephone	(205) 977-2631
Facsimile	(205) 977-7997

**8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)**

- 8.1 Licensee's Priorities. When Licensee has multiple applications on file with BellSouth, Licensee shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.
- 8.2 Prelicense Survey. After Licensee has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate Licensee's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If Licensee gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at Licensee's expense.
- 8.2.1 The purpose of the prelicense survey is to determine whether Licensee's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to Licensee for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.
- 8.2.2 Based on information provided by BellSouth and the survey, Licensee shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet Licensee's needs.
- 8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that Licensee's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such

July 15, 2002

requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

- 8.3 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

## 9. ISSUANCE OF LICENSES

- 9.1 Obligation to Issue Licenses. BellSouth shall issue a license to Licensee pursuant to this Section 9. BellSouth and Licensee acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such license and further subject to Licensee's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.
- 9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.
- 9.2.1 All applications will be processed on a first-come, first-served basis.
- 9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for make-ready work shall also

July 15, 2002

constitute Licensee's agreement to pay additional cost-based charges, if any, for completed make-ready work.

- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Licensee's facilities in or to BellSouth's structures.
- 9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any.
- 9.6 License. When Licensee's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.
- 9.6.1 Each license issued under this Section shall authorize Licensee to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.
- 9.6.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.
- 10. CONSTRUCTION OF LICENSEE'S FACILITIES**
- 10.1 Construction Schedule. Licensee shall submit with Licensee's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting Licensee to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
- 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
- 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;
- 10.1.3 The estimated dates when construction will begin and end; and

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