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Nancy H. Sims  
Director - Regulatory Relations

December 1, 2000

Mrs. Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

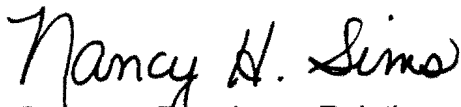
RE: Docket 001442-TP Approval of the Physical Collocation Agreement negotiated by BellSouth Telecommunications, Inc. and DIECA Communications, Inc. d/b/a Covad Communications Company

Dear Mrs. Bayo:

On September 21, 2000, BellSouth Telecommunications, Inc. and DIECA Communications, Inc. d/b/a Covad Communications Company filed a Physical Collocation Agreement for Commission approval.

Enclosed please find Attachment 4 to this agreement, which was inadvertently left out of the original filing. We are sorry for any inconvenience this may have caused.

Yours very truly,

  
Director - Regulatory Relations  
(22)

DOCUMENT NUMBER-DATE

15660 DEC-68

FPSC-RECORDS/REPORTING

**Attachment 4**

**Physical Collocation**

## BELLSOUTH PHYSICAL COLLOCATION

### 1. SCOPE OF ATTACHMENT

1.1 Right to occupy. BellSouth hereby grants to DIECA a right to occupy that certain area designated by BellSouth within a BellSouth Premises (as defined by the FCC), of a size and dimension and type which is specified by DIECA and agreed to by BellSouth (hereinafter "Collocation Space"). Upon request, BellSouth will design and construct at DIECA's expense and agreed to specifications, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

1.2 Use of space. DIECA shall use the Collocation Space for the purposes of installing, maintaining and operating DIECA's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, DIECA may place DIECA-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of DIECA-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, DIECA may connect to other interconnectors within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by DIECA. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. DIECA may not provide or make available space within the collocation space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

1.4 Rates and charges. DIECA agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Location of Arrangement. A Collocation Space will be provided to DIECA at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement. Should BellSouth determine that insufficient space exists in a Central Office to provision collocation space to conform to DIECA's application, such determination shall be subject to the following condition: after notifying DIECA that BellSouth has no available space in a particular Central Office, BellSouth must timely file a petition with the Commission pursuant to 47 U.S.C. §251(C)(6). BellSouth will maintain a waiting list of customers on a first come, first service basis. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of the telecommunications carrier on said waiting list. BellSouth will post a Carrier Notification letter on BellSouth's

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Interconnection website as a general notice that space in a Central Office has become available. Upon request BellSouth will advise DIECA as to its position on the list. Notwithstanding the foregoing, should any state regulatory agency impose a different procedure regarding the assignment of space in a central office where space has been previously unavailable, that procedure shall supersede the requirements set forth herein.

## 2. OCCUPANCY

2.1 Commencement Date. The "Commencement Date" shall be the day DIECA's equipment becomes operational as described in Article 2.2, following.

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

2.3 Termination. DIECA may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, DIECA at its expense shall remove its equipment and other property from the Collocation Space. DIECA shall have thirty (30) days from the termination date to complete such removal; provided, however, that DIECA shall continue payment of monthly fees to BellSouth until such date as DIECA has fully vacated the Collocation Space. Should DIECA fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of DIECA at DIECA's expense and with no liability for damage or injury to DIECA's property unless caused by the gross negligence or intentional misconduct of BellSouth.

## 3. USE OF COLLOCATION SPACE

3.1 Equipment Type. BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the

same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth is not required to provide for collocation of equipment that can only provide enhanced services or information services. In addition, BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. Further, BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

3.1.1 Such equipment must at a minimum meet the following BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Bellcore Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

3.1.2 DIECA shall not use the Collocation Space for marketing purposes. DIECA shall place no signs or marking of any kind (except for a plaque or other identification affixed to DIECA's equipment and reasonably necessary to identify DIECA's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.

3.2 **Entrance Facilities.** DIECA may elect to place DIECA-owned or DIECA-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. DIECA will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location.. DIECA will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the DIECA's equipment in the Collocation Space. DIECA must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. DIECA is responsible for maintenance of the entrance facilities.

3.2.1 Dual entrance will be permitted where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide DIECA with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to DIECA's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application response.

3.2.2 The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response. The terms and conditions for rooftop antenna placement are contained in Attachment --to this agreement.

3.2.3 DIECA may utilize spare capacity on an existing DIECA entrance facility for the purpose of providing an entrance facility to another DIECA collocation arrangement within the same BellSouth Central Office.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should DIECA request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to DIECA by BellSouth, DIECA shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manholes covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between DIECA's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. DIECA may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. DIECA or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 DIECA's Equipment and Facilities. DIECA is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by DIECA in the Collocation Space. Without limitation of the foregoing provisions, DIECA will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

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

3.7 Access and Administration. DIECA shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require DIECA to traverse restricted areas. All employees, agents, and contractors of DIECA having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by DIECA or certified vendor which contains a current photo, the individual's name and company name/logo. DIECA agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign DIECA's request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. Upon expiration of this Agreement, DIECA shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the DIECA except for ordinary wear and tear.

3.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other DIECA located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other DIECA, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of DIECA violate the provisions of this paragraph, BellSouth shall give written notice to DIECA, which notice shall direct DIECA to cure the violation within forty-eight (48) hours of DIECA's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If DIECA fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other DIECA, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to DIECA's equipment. BellSouth will endeavor, but is not required, to provide notice to DIECA prior to taking such action and shall have no liability to DIECA for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, DIECA may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by DIECA in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain

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their status as personalty and may be removed by DIECA at any time. Any damage caused to the Collocation Space by DIECA's employees, agents or representatives during the removal of such property shall be promptly repaired by DIECA at its expense.

3.10 Alterations. In no case shall DIECA or any person acting on behalf of DIECA make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by DIECA.

#### 4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.1 Application for Space. DIECA shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in DIECA's Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 Application Response. The Parties recognize that DIECA intends to initially submit up to sixty (65) applications for space. BellSouth will examine the applications submitted by DIECA and will respond to the applications as follows:

4.1.1.1 For the applications for central offices where a common area is constructed, where local building code allows an unenclosed arrangement, and space is available within the common area, BellSouth will use best efforts to respond to these applications within 45 days but in any case in no longer than 60 days.

4.1.1.2 For the applications for central offices where common area construction is not complete or where no common area has been constructed and space is available within the central office, BellSouth will use best efforts to respond to these applications within 60 days but in any case in no longer than 90 days.

4.1.1.3 For additional applications submitted by DIECA, BellSouth will respond within thirty (30) days for up to five (5) applications within the same state submitted within fifteen days. If DIECA submits more than five (5) applications within the same state within fifteen (15) days, then in order to process these applications in the most timely and efficient manner possible, BellSouth and DIECA will negotiate in good faith a prioritization of the requests and a reasonable response time frame under which BellSouth will respond to DIECA's collocation applications. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation, whether any of the Central Offices in question have already been built out to accommodate other collocators(s), DIECA's business need for particular Central Offices, and the rate of exhaustion of space for particular Central Offices.

4.1.1.4 Should BellSouth determine that the amount of space requested by DIECA is not available, BellSouth will advise DIECA prior to the application response. When the amount of space available is less than that requested by DIECA or differently configured, DIECA has the option of applying for this space by amending its application to reflect the actual space available. Where the request has been for an enclosed space,



the amended application shall be for the actual space available rounded down to the nearest 50 square foot increment. In the aforementioned situation, DIECA will not be required to pay a supplemental application fee and BellSouth will provide an application response to the amended application within the agreed upon response interval provided however DIECA has provided the amended application in a timely manner.

4.1.1.5 The application response will detail the estimated interval, estimated space preparation costs, and the amount of space available.

4.2 **Bona Fide Firm Order.** DIECA shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a bona fide firm order to BellSouth. A bona fide firm order requires DIECA to complete the application/inquiry process described in subsection 4.1, preceding, submit an updated application document that it is complete and accurate based on the outcome of the application/inquiry process, and pay all applicable fees referenced in Article 5, following. Material changes (e.g. increase in floor space or additional equipment added) to the request may require additional and an additional response prepared by BellSouth. Such material changes shall toll the interval for construction while the additional response is being prepared. The bona fide firm order must be received by BellSouth no later than thirty (30) days after BellSouth's response to DIECA's application/inquiry.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order and agreed upon fees. BellSouth will acknowledge the receipt of DIECA's bona fide firm order within fifteen (15) days of receipt indicating that the bona fide firm order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. BellSouth will not unreasonably determine that a bona fide firm order is not complete or accurate, and it will inform DIECA of all the reasons why the bona fide firm order is not complete or accurate. The turn over date will fall within the intervals stated in section 4.3.

4.2.2 BellSouth will permit one site visit for each Collocation Space requested after receipt of the bona fide firm order. Security escort charges will be assessed, if necessary, for the site visit.

4.2.3 BellSouth will commence space preparation for the Collocation Space immediately upon BellSouth's receipt of the bona fide firm order and all applicable fees.

4.2.4 Within three (3) business days of DIECA's written request, BellSouth will identify any known Environmental Hazard or Hazardous Materials in the Collocation Space requested by DIECA in its bona fide firm order pursuant to section 4.2 of this Attachment 4.

4.2.5 Upon seventy-two (72) hours advanced notice and with a security escort, if necessary, BellSouth will allow DIECA to perform any environmental investigations in the Central Office or Collocation Space, including, but not limited to,

asbestos surveys, which DIECA deems to be necessary in support of its collocation needs, at DIECA's expense.

4.2.6 If the Collocation Space contains environmental contamination or hazardous material, particularly but not limited to asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, BellSouth shall offer an alternative space, if available, for DIECA's consideration. If no other space available, DIECA may choose to accept the space containing Environmental Hazard or Hazardous Materials, or may choose to obtain virtual collocation space. If DIECA chooses to accept the space, BellSouth will abate the Hazard or Material at DIECA's expense.

4.3 Construction and Provisioning Interval. The Parties will negotiate construction and provisioning intervals per request on an individual case basis following receipt of the bona fide firm orders and pursuant to the provisions of this subsection.

4.3.1. For the applications set forth in subsection 4.1.1.1, BellSouth will use best efforts to complete construction for the collocation arrangements within a maximum of 120 days from the receipt of a complete and accurate bona fide firm order. The 120 day period shall not include the time interval required to secure the appropriate government licenses and permits.

4.3.2 For the applications set forth in subsection 4.1.1.2, BellSouth will use best efforts to complete construction for the collocation arrangements within a maximum of 180 days from the receipt of a complete and accurate bona fide firm order. The 180 day period shall not include the time interval required to secure the appropriate government licenses and permits.

4.3.3 For additional applications, the parties will negotiate construction and provisioning intervals per request on an individual case basis following receipt of the bona fide firm order. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from the receipt of a complete and accurate bona fide firm order and to use best efforts to complete construction for collocation arrangements under extraordinary conditions as soon as possible and within a maximum of 180 days from the receipt of a complete and accurate bona fide firm order, where the infrastructure rearrangement or accommodations allow.

4.3.3.1 Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s).

4.3.3.2 Extraordinary conditions are defined to include but are not limited to multiple orders in excess of five (5) from one customer per state; major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; mainframe addition; Environmental Hazard or Hazardous Material abatement.

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**4.4 Joint Planning Meeting.** A joint planning meeting or other method of joint planning between BellSouth and DIECA will commence as soon as possible, or within a maximum of twenty (20) days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees, unless the parties agree to an alternative time frame.

**4.4.1** At such meeting, the parties will agree to the design of the collocation space and the equipment configuration requirements as requested by DIECA on its bona fide firm order.

**4.4.2** In the event DIECA materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished.

**4.4.3** The Collocation Space completion time period and the turn over date will be provided to DIECA during the joint planning meeting or as soon as possible thereafter. The Collocation Space completion time period and the Turn Over date must comply and be consistent with the intervals set forth in this Article 4.

**4.4.4** BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate DIECA's application as a result of changes requested by DIECA to DIECA's original application, then BellSouth will charge DIECA a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require DIECA to resubmit the application with an application fee.

**4.5 Permits.** BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

**4.6 Use of Certified Vendor.** DIECA shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide DIECA with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing DIECA's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and DIECA upon successful completion of installation. The Certified Vendor shall bill DIECA directly for all work performed for DIECA pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying DIECA or any vendor proposed by DIECA.

**4.7 Alarm and monitoring.** BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. DIECA shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service DIECA's Collocation Space. Upon request, BellSouth will provide DIECA with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by DIECA. Both parties shall use best efforts to notify the other of any

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verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit C attached hereto.

4.8 Basic Telephone Service. Upon request of DIECA, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

4.9 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. DIECA's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by DIECA divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse DIECA in an amount equal to DIECA reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.10 Space Enclosure. Upon request of DIECA, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. DIECA may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. DIECA may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill DIECA for activities associated with the space enclosure construction. DIECA must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access DIECA's locked enclosure prior to notifying DIECA .

4.11 Virtual Collocation Transition. To the extent space becomes available, DIECA may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. DIECA must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

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

## 5. RATES AND CHARGES

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5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, DIECA shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following DIECA's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when DIECA requests a modification to the arrangement.

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation charge. In such cases, BellSouth shall provide documentation to establish these costs separately from DIECA's pro-rated share of renovation or upgrade costs.

5.5 Additional Engineering. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to DIECA in the Application Response.

5.5 Subsequent Application Fee. BellSouth requires the submission of additional documentation when DIECA desires to modify the use of the collocation space. DIECA shall complete an additional application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications to the premises are required to accommodate the change requested by DIECA in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by DIECA for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, shall not exceed \$1600.00. All other subsequent application fees shall be assessed at \$3850.00.

5.6 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power DIECA's equipment. When the Collocation Space is enclosed by walls or other divider, DIECA shall pay floor space charges based upon the number of square feet so

enclosed. When the Collocation Space is not enclosed, DIECA shall pay floor space charges based upon the number of square feet contained in a shadow print of DIECA's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents DIECA's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date DIECA first occupies the Collocation Space, whichever is sooner.

**5.7 Power.** (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to DIECA's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by DIECA's certified vendor. The DIECA's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of DIECA's request to collocate in that central office ("Power Plant Construction"), DIECA shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify DIECA of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. DIECA shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. DIECA shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. DIECA has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement DIECA shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

**5.8 Security Escort.** A security escort will be required whenever DIECA or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

**5.9 Other.** Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). DIECA will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

5/15/98

## 6. INSURANCE

6.1 DIECA shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

6.2 DIECA shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

6.2.3 DIECA may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to DIECA to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4 All policies purchased by DIECA shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all DIECA's property has been removed from BellSouth's Central Office, whichever period is longer. If DIECA fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from DIECA.

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

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator

5/15/98

3535 Colonnade Parkway, S9A1  
Birmingham, Alabama 35243

6.6 DIECA must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

6.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

## **7. MECHANICS LIENS**

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

## **8. INSPECTIONS**

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

## **9. SECURITY.**

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of DIECA will be permitted in the BellSouth Central Office. DIECA shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

## **10. DESTRUCTION OF COLLOCATION SPACE.**

10.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for DIECA's permitted use hereunder, then either party may elect

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within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for DIECA's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to DIECA, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. DIECA may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If DIECA's acceleration of the project increases the cost of the project, then those additional charges will be incurred by DIECA. Where allowed and where practical, DIECA may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, DIECA shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for DIECA's permitted use, until such Collocation Space is fully repaired and restored and DIECA's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

#### **11. EMINENT DOMAIN**

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

#### **12. NONEXCLUSIVITY**

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

#### **13. NOTICES**

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

5/15/98

To BellSouth:

3535 Colonnade Parkway

Room E4E1

Birmingham, AL 35243

ATTN: OLEC Account Team

To DIECA Communications d/b/a  
Covad Communications Company:

2330 Central Expressway

Bldg. B

Santa Clara, CA 95050

ATTN: Tom Regan

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

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### Schedule of Rates and Charges

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>	
Application Fee	NRC (per Arrangement, per C.O.)	\$3,850.00	
Subsequent Application Fee (Note 1) No greater than \$1,600.00	NRC (per Arrangement, per C.O.)	ICB	
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB	
Space Enclosure Construction Fee (Note 2)	NRC (per Arrangement, per C.O.)	\$4500.00	
Additional Engineering Fee (Note 3)	NRC	ICB	
Cable Installation	NRC (per entrance cable)	2,750.00	
Floor Space	RC (per square foot)	\$7.50	
Power	RC (per amp)	\$5.00	
Cable Support structure	RC (per entrance cable)	\$13.35	
Cross-Connects	2-wire	RC (per cross-connect)	\$0.30
	4-wire	RC (per cross-connect)	\$0.50
	DS1	RC (per cross-connect)	\$8.00
	DS3	RC (per cross-connect)	\$72.00
	2-wire	NRC (first cross-connect)	\$19.20
	4-wire	NRC (first cross-connect)	\$19.20
	DS1	NRC (first cross-connect)	\$155.00
	DS3	NRC (first cross-connect)	\$155.00
	2-wire	NRC (each additional cross-connect)	\$19.20
	4-wire	NRC (each additional cross-connect)	\$19.20
	DS1	NRC (each additional cross-connect)	\$27.00
	DS3	NRC (each additional cross-connect)	\$27.00
POT Bay	2-wire	RC (per cross-connect)	\$0.40
	4-wire	RC (per cross-connect)	\$1.20
	DS1	RC (per cross-connect)	\$1.20
	DS3	RC (per cross-connect)	\$8.00
Additional Security Access Cards	NRC-ICB (each)	\$10.00	

### Schedule of Rates and Charges (cont.)

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Direct Connection (Note 4)		
(1) Fiber Arrangement	RC (per cable, per linear foot)	\$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	\$0.03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
Security Escort		
Basic - first half hour	NRC-ICB	\$41.00
Overtime - first half hour	NRC-ICB	\$48.00
Premium - first half hour	NRC-ICB	\$55.00
Basic - additional half hour	NRC-ICB	\$25.00
Overtime - additional half hour	NRC-ICB	\$30.00
Premium - additional half hour	NRC-ICB	\$35.00

#### Notes

NRC: Non-recurring Charge - one-time charge  
 RC: Recurring Charge - charged monthly  
 ICB: Individual Case Basis - one-time charge

- (1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation.
- (2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

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## Schedule of Rates and Charges (cont.)

### Notes (cont.)

- (2) (cont.)  
Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in fifty (50) square-foot increments, with a minimum space enclosure size of one hundred (100) square feet. DIECA may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill DIECA for the space enclosure, and this fee shall not be applicable.
- (3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.
- (4) Direct Connection. As stated in Article I.B of the Collocation Agreement, DIECA may connect to other DIECAs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. DIECA must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by DIECA. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply; BellSouth shall provide an estimate of these charges in the Application Response.

-- **Bona Fide Physical Collocation Arrangements**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

**Amendment to the Agreement  
By and Between BellSouth Telecommunications, Inc.  
And iConnect Corp. Dated November 16, 1999**

This Agreement refers to the Agreement ("the Agreement") entered into by iConnect Corp. ("iConnect") and BellSouth Telecommunications, Inc. ("BellSouth") on November 16, 1999. This Amendment ("Amendment") is made by and between iConnect and BellSouth and shall be deemed effective on the date executed by iConnect and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, iConnect and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Section 3.7 of Attachment 4 of the Agreement is deleted in its entirety and substituted in its place is a new section 3.7, as follows:

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

2. A new Section 3.7.1 is inserted into Attachment 4 of the Agreement, as follows:

3.7.1 Lost or Stolen Access Keys. iConnect shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. iConnect will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), iConnect shall pay for all reasonable costs associated with the re-keying.

3. Section 9, including Section 9.1, of Attachment 4 of the Agreement is deleted in its entirety and substituted in its place is a new Section 9, as follows:

**9. SECURITY AND SAFETY REQUIREMENTS**

9.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, or authorized agents of iConnect will be permitted in the BellSouth Central Office. iConnect shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo identification card shall bear, at a minimum, the employee's name and photo, and iConnect's name. BellSouth reserves the right to remove from its premises any employee of iConnect not possessing identification issued by iConnect. iConnect shall hold

BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

9.2 iConnect will be required, at its own expense, to conduct a statewide investigation of criminal history records for each iConnect employee being considered for work on the BellSouth Central Office, for the states/counties where the iConnect employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

9.3 iConnect will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

9.4 iConnect shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. iConnect shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any iConnect personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that iConnect chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, iConnect may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

9.5 For each iConnect employee requiring access to a BellSouth Central Office pursuant to this agreement, iConnect shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, iConnect will disclose the nature of the convictions to BellSouth at that time. In the alternative, iConnect may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

9.6 At BellSouth's request, iConnect shall promptly remove from the BellSouth's premises any employee of iConnect BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

9.7 Notification to BellSouth. BellSouth reserves the right to interview iConnect's employees, agents, or contractors in the vent of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to iConnect's Security contact of such interview. iConnect and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving iConnect's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill iConnect for all costs associated with investigations involving its employees, agents, or contractors if it is established and agreed in good faith that iConnect's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill iConnect for BellSouth property which is stolen or damaged where an



investigation determines the culpability of iConnect's employees, agents, or contractors and where iConnect agrees, in good faith, with the results of such investigation. iConnect shall notify BellSouth in writing immediately in the event that the iConnect discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. iConnect shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

9.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards), will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

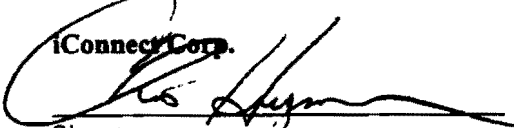
9.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.


9.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

4. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.

5. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

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

**iConnect Corp.**  
  
Signature  
CHRIS HUGMAN  
Printed Name  
VP, Engineering + Implementation  
Title  
12-23-99  
Date

**BellSouth Telecommunications, Inc.**  
  
Signature  
Jerry D. Hendrix  
Printed Name  
Sr. Director  
Title  
1/03/00  
Date

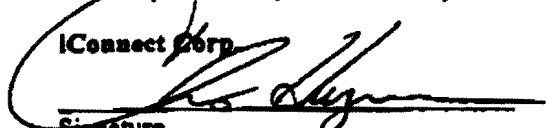
**Amendment to the Agreement  
By and Between BellSouth Telecommunications, Inc.  
And iConnect Corp. Dated November 16, 1999**

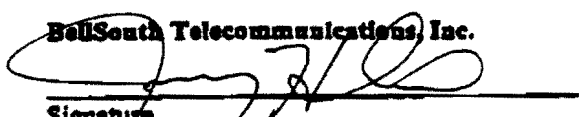
This Agreement refers to the Agreement ("the Agreement") entered into by iConnect Corp. ("iConnect") and BellSouth Telecommunications, Inc. ("BellSouth") on November 16, 1999. This Amendment ("Amendment") is made by and between iConnect and BellSouth and shall be deemed effective on the date executed by iConnect and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, iConnect and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth will provide, and iConnect will accept and pay for, Physical Collocation Optical Cross-Connects as set forth in Exhibit A to this Amendment.
2. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

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

iConnect Corp.  
  
 Signature  
 Chris Hugman  
 Printed Name  
 V.P. Engineering & Implementation  
 Title  
 3/16/00  
 Date

BellSouth Telecommunications, Inc.  
  
 Signature  
 Jerry D. Hendry  
 Printed Name  
 Sr. Director  
 Title  
 3/17/00  
 Date

**EXHIBIT A: BELLSOUTH/CONNECT RATES  
PHYSICAL COLLOCATION**

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

**ALABAMA**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects	Per cross connect		First/Add'l
	2-fiber		\$12.10	\$55.46/\$39.18
	4-fiber		\$21.75	\$66.71/\$50.43
				Disconnect Charges
	2-fiber			First/Add'l
	4-fiber			\$16.83/\$13.27
				\$21.86/\$18.31

**FLORIDA**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2	Cross Connects	Per cross connect		
	Optical Cross Connects		\$6.46	\$2,431.00

**GEORGIA**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects	Per cross connect		
	2-fiber		\$15.64	\$41.56/\$29.82
	4-fiber		\$28.11	\$50.53/\$38.78

**KENTUCKY**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects	Per cross connect		First/Add'l
	2-fiber		\$15.64	\$41.56/\$29.82
	4-fiber		\$28.11	\$50.53/\$38.78

**LOUISIANA**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects	Per cross connect	\$19.13 \$34.38	First/Add'l
	2-fiber			\$41.07/\$29.63
	4-fiber			\$49.81/\$38.37
				Disconnect Charges
	2-fiber			First/Add'l
	4-fiber			\$12.84/\$10.29
				\$16.75/\$14.20

**MISSISSIPPI**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects	Per cross connect	\$15.64 \$28.11	First/Add'l
	2-fiber			\$41.56/\$29.82
	4-fiber			\$50.53/\$38.78
				Disconnect Charges
	2-fiber			First/Add'l
	4-fiber			\$12.96/\$10.34
				\$16.97/\$14.35

**NORTH CAROLINA**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects	Per cross connect	\$15.99 \$28.74	First/Add'l
	2-fiber			\$67.34/\$48.55
	4-fiber			\$82.35/\$63.56

**SOUTH CAROLINA**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects (Note 4)	Per cross connect	\$15.06 \$27.08	First/Add'l
	2-fiber			\$69.28/\$48.89
	4-fiber			\$84.07/\$63.68

BellSouth/Connect Amendment  
Optical Cross Connects  
3/15/00

**TENNESSEE**

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
	<b>Cross Connects</b>	<b>Per cross connect</b>		<b>First/Add'l</b>
<b>PE1F2</b>	<b>2-fiber</b>		<b>\$15.64</b>	<b>\$41.56/\$29.82</b>
<b>PE1F4</b>	<b>4-fiber</b>		<b>\$28.11</b>	<b>\$50.53/\$38.78</b>