

7.2.2 The NID shall be the interface to subscribers' premises wiring for all loop technologies.

Attachment 3

General Business Requirements

Section 1. General Business Requirements

1.1 Procedures

1.1.1 Contact with Subscribers

1.1.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by that Party. Subscribers include active subscribers as well as those for whom service orders are pending.

1.1.1.2 Each Party shall ensure that any of its personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact from the other Party's subscribers regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or subscriber contact.

1.1.2 Expedite, Escalation, and Disaster Procedures

1.1.2.1 Gallatin and CLEC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Gallatin and CLEC will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures. Each party shall notify the other party of any changes to its escalation contact list at least one (1) week before such changes are effective.

1.1.3 Subscriber of Record

1.1.3.1 Gallatin shall recognize CLEC as the Subscriber of Record for all Network Elements ordered by CLEC and shall send all notices, invoices, and information which pertain to such ordered services directly to CLEC. CLEC will provide Gallatin with addresses to which Gallatin shall send all such notices, invoices, and information.

1.1.4 Carrier Identification Codes: CLEC shall provide to Gallatin its CIC, OCN, GAC and ACNA Codes within thirty (30) days after the approval of this Agreement.

Section 2. Ordering and Provisioning

2.1 General Business Requirements

2.1.1 Ordering and Provisioning Parity

2.1.1.1 Gallatin shall provide necessary ordering and provisioning business process support as may be required, and technologically and economically feasible, to enable CLEC to provide the same level and quality of service for all available Network Elements at Parity. **Please refer to GRC's "CLEC Support Services Guide."**

2.1.2 Number Administration/Number Reservation

2.1.2.1 Gallatin shall provide testing and loading of CLEC's NXX in Gallatin switching on the same basis as Gallatin provides itself or its affiliates. Further, Gallatin shall provide CLEC with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers. Gallatin shall provide the same range of number choices to CLEC, including choice of exchange number, as Gallatin provides its own subscribers. Reservation and aging of numbers shall remain Gallatin's responsibility.

2.2 Service Order Process Requirements

2.2.1 Service Migrations and New Subscriber Additions

2.2.1.1 For services provided via available Network Elements, Gallatin shall recognize CLEC as an agent for the subscriber in coordinating the disconnection of services provided by another CLEC or Gallatin. In addition, Gallatin and CLEC will work cooperatively to ensure that a subscriber is not disconnected from service during these conversions.

2.2.1.2 For subscriber conversions requiring coordinated cut-over activities, the Parties will agree on a scheduled conversion time within a designated date on a per circuit basis. If either Party provides less than 2 hours cancellation notice, the defaulting Party agrees to compensate the other Party at the rates set forth in Part C, Attachment I for time spent by the non-defaulting Party on coordinated cut over activities, where the defaulting Party is not ready and the non-defaulting Party has resources standing by to complete the cutover activity.

2.2.1.3 End user service interruptions shall be held to a minimum, and in any event shall not exceed the time Gallatin experiences when performing such work for its own subscribers.

2.2.1.4 A general Letter of Agency ("LOA") initiated by Carrier or Gallatin will be required to process a PLC or PIC change order. No LOA signed by the end-user will be required to process a PLC or PIC change ordered by Carrier or Gallatin. Carrier and Gallatin agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance

carriers of record), such Party shall be liable to pay and shall pay all nonrecurring charges associated with reestablishing the subscriber's local service with the original local carrier.

2.2.3 Subscriber Premises Inspections and Installations

2.2.3.1 CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements, at the subscriber premises.

2.2.4 Order Rejections

2.2.4.1 Gallatin shall reject and return to CLEC any order that Gallatin cannot provision, due to technical reasons, missing information, or jeopardy conditions. When an order is rejected, Gallatin shall, in its reject notification, specifically describe all of the reasons for which the order was rejected.

2.2.5 Service Order Changes

2.2.5.1 If an installation or other CLEC ordered work requires a change from the original CLEC service order in any manner, Gallatin shall call CLEC in advance of performing the installation or other work to obtain authorization. Gallatin shall then provide CLEC an estimate of additional labor hours and/or materials. After all installation or other work is completed, Gallatin shall promptly notify CLEC of costs.

2.2.5.1.1 If additional work is completed on a service order, as approved by CLEC, the cost of the additional work must be reported promptly to CLEC.

2.2.5.1.2 If a service order is partially completed, notification must identify the work that was done and work remaining to complete.

2.2.6 Service Suspensions/Restorations

2.2.6.1 Upon CLEC's request through a mutually agreed upon procedure, Gallatin shall suspend or restore the functionality of any Network Element to which suspend/restore is applicable. Gallatin shall provide restoration priority on a per network element basis in a manner that conforms to any applicable regulatory Rules and Regulations or government requirements.

2.2.7 Specific Provisioning Requirements

2.2.7.1 CLEC may order and Gallatin shall provision available Network Elements. However, it is CLEC's responsibility to combine the individual network elements should it desire to do so.

2.2.7.2 This has been deleted because it relates to UNE-P, which is not available in this agreement.

2.3 Information Exchanges

2.3.1 For any CLEC subscriber Gallatin shall provide, subject to applicable rules, orders, and decisions, CLEC with access to Customer Proprietary Network Information (CPNI). CLEC must produce a signed Letter of Agency (LOA), blanket representation that subscriber has authorized CLEC to obtain such CPNI.

2.3.1.1 The Parties agree to execute a Letter of Authorization (LOA) agreement prior to requesting CPNI for a Gallatin end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.

2.3.1.2 The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received.

2.4 Standards

2.4.1 General Requirements

2.4.1.1 CLEC and Gallatin shall agree upon the appropriate ordering and provisioning codes to be used for Network Elements.

Section 3. Billing

3.1 Procedures

3.1.1 The Parties shall bill each other for each service supplied by one Party to the other Party pursuant to this Agreement at the rates set forth in this Agreement.

3.1.2 General. Payment for all facilities and services provided hereunder is due thirty (30) calendar days from the bill date. Neither Party will bill the other Party for previously unbilled charges incurred more than one (1) year prior to the current billing date; but in no event may either Party bill the other Party for charges incurred prior to the Effective Date unless both parties mutually agree to such charges in writing. If any undisputed (see disputes, Attach 1, sect 13) amount due on the billing statement is not received by the billing Party on the payment due date, the billing Party shall calculate and assess, and the billed Party agrees to pay, at the billing Party's option, a charge on the past due balance at an interest rate equal to one and one-half percent (1 ½%) per month or Gallatin's applicable Tariff, compounded daily or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement. It is agreed that when BITWISE orders service from Gallatin, those services will be billed by Gallatin to the BITWISE address specified at the time of the service ordering, regardless of the service address or location of that service.

3.1.3 Gallatin shall credit CLEC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, if caused by Gallatin. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.

3.1.4 Gallatin, at its option, shall establish a switched access meet point billing arrangement with CLEC. This arrangement will include tandem routed IXC calls and IXC calls.

3.1.4.1 Gallatin and CLEC will bill their applicable tariffed rate elements for its portion of the transport charges for tandem routed IXC calls.

3.1.4.2 Gallatin and CLEC will provide all necessary switched access records to each other for access billing.

3.1.5 The parties agree to record call information for interconnection in accordance with this Subsection 3.1.5. To the extent technically feasible, each party shall record all call detail information associated with every call originated or terminated to the other party's local exchange subscriber. Gallatin shall record for CLEC the messages that Gallatin records for its end users. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMR standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday business days in EMR format via CDN. Gallatin and CLEC agree that they shall retain, at each party's sole expense, copies of all EMR records transmitted to the other party for at least forty five (45) calendar days after transmission to the other party.

Section 4. CLEC Subscriber Billing: General: Gallatin shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the subscriber except where explicitly permitted to do so within a written agreement between Gallatin and CLEC.

Section 5. General Network Requirements

5.1 Gallatin shall provide repair, maintenance and testing for all available Network Elements in accordance with the terms and conditions of this Agreement.

5.1.1 During the term of this Agreement, Gallatin shall provide necessary maintenance business process support. Gallatin shall provide CLEC with maintenance support at Parity.

5.1.2 Gallatin shall cooperate with CLEC to meet maintenance standards for all available network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

5.1.3 All Gallatin employees or contractors who perform repair service for CLEC subscribers shall follow Gallatin standard procedures in all their communications with CLEC subscribers. These procedures and protocols shall ensure that: (1) Gallatin employees or contractors shall perform repair service that is equal in quality to that provided to Gallatin subscribers; (2) trouble calls from CLEC subscribers shall receive response time priority that is equal to that of Gallatin subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is a CLEC subscriber or an Gallatin subscriber.

5.1.4 On all misdirected calls from CLEC subscribers requesting repair, Gallatin shall provide such CLEC subscriber with the correct CLEC repair telephone number as such number is provided to Gallatin by CLEC.

5.1.5 On all misdirected calls from Gallatin subscribers requesting repair, CLEC shall provide such Gallatin subscriber with the correct Gallatin repair telephone number as such number is provided to CLEC by Gallatin.

5.1.6 The parties agree to provide test results to each other, if appropriate, for trouble clearance. In all instances, the Parties shall provide each other with the trouble disposition data.

5.1.7 If either Party initiates trouble-handling procedures at the other Party's request, and the trouble is found to not be with the requesting Party's facilities, the requesting Party will bear all costs associated with that activity. Notwithstanding the above language in 5.1.7, the Parties agree to minimize billing for this activity. If the trouble is found to be with non-requesting Party's facilities, no charge will be assessed for the costs involved. In addition, if the trouble results in an OOS condition for more than 4 hours in any single day or it is the 2nd repeat trouble for that same line/circuit one month's service will be credited to the affected Party for the specific circuit in question.

5.1.8 Neither Party nor any agent for either Party shall discuss the results of testing or trouble-ticket handling directly with a subscriber of the other Party if the testing or trouble-ticket was requested or submitted by the other Party and not the subscriber him/herself.

Section 6.

Miscellaneous Services and Functions (Ancillary Services)

6.0 General

6.0.1 To the extent that Gallatin does not provide the services described in this Section 6 to itself, Gallatin will use reasonable efforts to facilitate the acquisition of such services for or by CLEC through the existing service provider. CLEC must contract directly with the service provider for such services.

6.1 Basic 911 and E - 911 Services

6.1.1 Based on the types of services to be offered by CLEC, interconnection to Gallatin's 911 routers and databases may be required by CLEC. Moreover, the Parties state that, to the extent any of CLEC's customers should attempt to access 911 emergency services through use of CLEC's service, CLEC will, herein, hold Gallatin harmless from any action which may result from any CLEC customer's attempt to access to these services.

6.1.1.1 Upon request, and execution of GRC's "911 Service Agreement", Gallatin will provide CLEC with access to its 911 selective routers. Gallatin will provide access to 911 PSAP locations currently installed on its routers or those that may be added later to satisfy the 911 requirements of its customers.

6.1.1.2 Where Gallatin is the Control Company it will update the CLEC listings in the 911 database at parity with its own listings, its affiliates or other companies.

6.1.1.2 GRC obtains DA & OS service from a third party, as a result GRC does not offer these services. CLEC must make its own arrangements for these services.

Attachment 4

Collocation

Section 1. Introduction

This Attachment sets forth the requirements for Collocation.

Section 2. Technical Requirements

2.1 Gallatin shall provide collocation space, either caged or cageless, as requested by CLEC, via a "bona fide Collocation Request", to meet CLEC's need for placement of equipment, interconnection, or provision of service ("Collocated Space") in accordance with this Attachment 4, Collocation.

2.1.1 CLEC shall not occupy or use the Collocated Space, or permit the Collocated Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by this Agreement, if such purpose, act or thing (i) is in violation of any public law, ordinance or governmental regulation; (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of premiums beyond such increase as results from the contemplated occupancy for any insurance policy carried on the building or covering its operation; or (iv) violates the terms of this Agreement.

2.2 Gallatin shall provide intra-office facilities (e.g., DS0, DS-1, DS-3, and other available transmission speeds) as agreed to by CLEC and Gallatin to meet CLEC's need for placement of equipment, interconnection, or provision of service.

2.3 Gallatin agrees to allow CLEC's employees and designated agents unrestricted access to CLEC dedicated space in Gallatin offices twenty-four (24) hours per day each day of the week. CLEC shall use reasonable efforts to provide Gallatin twenty-four (24) hours prior notice of such access, unless CLEC's employees possess a method of access previously approved and recorded by Gallatin. A method of access may include, but is not limited to, scan cards, keys or key codes. Gallatin may place reasonable security restrictions on access by CLEC's employees and designated agents to the Collocated Space in Gallatin offices. Notwithstanding the above, Gallatin agrees that such space shall be available to CLEC's employees and designated agents twenty-four (24) hours per day each day of the week upon twenty-four (24) hours prior notice, with exception to CLEC's employees who possess a method of access previously approved and recorded by Gallatin. In no case should any reasonable security restrictions be more restrictive than those Gallatin places on their own personnel. Gallatin may provide escorted access to the CLEC dedicated space. However, the use of such escorted access shall not cause CLEC delay in access to its dedicated space.

2.4 CLEC may collocate the amount and type of equipment it deems necessary in its Collocated Space in accordance with FCC Rules and Regulations.

2.4.1 Microwave technology: CLEC may physically collocate Microwave Transmission equipment, except where such collocation is not practical for technical reasons or due to space limitations. Roof top space for Antennae will be provided if technologically feasible. Rates and terms will be provided upon receipt of a BFR. However, in no case shall Microwave Transmission equipment be employed for anything but access to end users or access to GRC transmission facilities.

2.5 Gallatin shall permit a collocating telecommunications carrier to interconnect its network with that of another collocating telecommunications carrier at the Gallatin premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises. Gallatin in all cases shall provide such interconnections.

2.6 Gallatin shall permit CLEC or its designated subcontractor to perform the construction of physical collocation arrangements, provided, however, that any such CLEC subcontractor shall be subject to Gallatin's approval, and such approval shall not be unreasonably withheld. Approval by Gallatin shall be based on the same criteria it uses in approving contractors for its own purposes.

2.7 CLEC shall not make substantial installations, alterations or additions in or to the Collocated Space without submitting plans and specifications to Gallatin and securing the prior written consent of Gallatin in each instance. Gallatin's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocated Space that do not adversely affect the building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC.

2.7.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Gallatin's transaction of business. CLEC shall permit Gallatin to inspect all construction operations within the premises and to approve contractors, which approval shall not be unreasonably withheld. If alterations are made by CLEC's contractors, CLEC shall furnish to Gallatin prior to commencement thereof, building permits and certificates of insurance to be provided by CLEC's contractors and sub-contractors. Any such insurance to be provided by CLEC's contractors or sub-contractors shall provide for coverage in amounts not less than as required by Gallatin of CLEC under Section 2.45 of this Attachment IV. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used shall be furnished to Gallatin. CLEC and its contractors and subcontractors shall hold Gallatin harmless from all claims, costs, damages, liens and expenses which may arise out of or be connected in any way with installations, alterations or additions.

2.7.3 All fixtures and other equipment to be used by CLEC in, about or upon the premises shall be subject to the prior written approval of Gallatin, which shall not be unreasonably withheld.

2.8 Gallatin shall provide basic telephone service with a connection jack as ordered by CLEC from Gallatin for the Collocated Space. Upon CLEC's request, this service shall be available at the Collocated Space on the day that the space is turned over to CLEC by Gallatin. CLEC shall pay the appropriate tariff rate for such telephone service.

2.9 Gallatin shall provide lighting, ventilation, AC power, heat and air conditioning for CLEC's space and equipment. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards TR-EOP-000063 or other mutually agreed standards.

2.9.1 If CLEC locates equipment or facilities in the Collocated Space which Gallatin determines affect the temperature or other environmental conditions otherwise maintained by Gallatin in the building, Gallatin reserves the right to provide and install supplementary air conditioning units or other environmental control devices for the Collocated Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to Gallatin. Should Gallatin make the determination

that an environmental impact has occurred, that determination will be made on the basis that if Gallatin were to install the same or similar equipment, that it would impact the environmental conditions of the facility as well. CLEC reserves the right to obtain its own Gallatin Approved Supplier to review environmental needs and/or impacts that may result from the CLEC's equipment increase. CLEC will only be liable for any cost directly or indirectly related to its effect on any environmental condition and required upgrades.

2.9.2 If CLEC's equipment or facilities requires cooling capability in excess of that which the collocation site is designed to facilitate for the entire collocation site, CLEC will pay to Gallatin its prorata share of the cooling upgrade cost which applies only to the CLEC's equipment or facilities.

2.9.3 Should a cooling upgrade occur which has a defined prorata cost payable by the CLEC to Gallatin, CLEC and Gallatin shall mutually agree upon the cost and prorata determination of the upgrade.

2.9.4 It is mutually agreed and understood at the signing of this agreement, that any equipment or facilities physically located at any Collocation site with CLEC and Gallatin has not been determined by Gallatin to have impacted or created a need for additional cooling as a direct result of the CLEC normally provided by Gallatin for its own equipment, any required supplementary air conditioning required by CLEC shall be paid by CLEC to Gallatin.

2.10 Gallatin shall provide DC power to the CLEC's collocated space/site where GRC power facilities exist within close proximity, but not more than 25 feet on the same floor, to those existing GRC power facilities on that same floor. Otherwise, CLEC shall have the following options;

2.10.1 Gallatin, notwithstanding 2.10 above will provide DC power to the CLEC's collocated space/site on an ICB time and materials basis. MRCs shall apply upon construction completion to CLEC utilizing power. MRC's shall be assessed on the actual AMP's used by the CLEC, not by the total AMP's cabled and paneled. CLEC will communicate and update to Gallatin its consumption rate based on equipment manufactures specifications. A major/minor augment fee from the CLEC will be required in advance of a response from GRC. If GRC determines that the ICB is infeasible or CLEC rejects the quote from GRC for the ICB, 80% of the Fee will be refunded. If the ICB is accepted by GRC, and CLEC utilizes a GRC Approved Supplier provided by Gallatin, then the major/minor augment fee will be credited towards the total ICB charges. If the ICB is accepted, but the CLEC elects to undertake the work with its own GRC approved Supplier, GRC shall refund 80% of the augment fee..

2.10.2 If Gallatin cannot provide the DC Power to the CLEC, CLEC may elect to install its own DC Power Plant. Gallatin shall provide AC power to feed CLEC's DC Power Plant. GRC will charge for the AC power per ampere used per month. Separate Rates for provision of commercial and standby AC power, where available are applicable. When obtaining power from Gallatin's service panel, protection devices and power cables must be engineered (sized), and installed by CLEC's Gallatin Approved Supplier, such approval shall not be unreasonably withheld, Pursuant to section 2.10 herein, the CLEC shall, at its own expense, have the option of providing its own DC power, including the installation of environmentally safe DC batteries and charging equipment required for the operation of the CLEC equipment in its Collocation Space.

2.11 Gallatin shall provide all ingress and egress of fiber and power cabling to Collocated Spaces, where technologically feasible and consistent with section 2.10 through 2.10.2 herein.

2.12 Each party shall ensure protection of the other party's proprietary subscriber information. In conjunction with any collocation arrangement Gallatin and CLEC shall adhere to the provisions of Section 13 of Part A of this Agreement.

2.13 Gallatin shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishments or decorating to the Collocated Space, building and property, in a manner consistent with Gallatin's normal business practices.

2.14 CLEC shall provide Gallatin with written notice five (5) business days prior to those instances where CLEC or its subcontractors may be performing work in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support Gallatin equipment. CLEC will inform Gallatin by telephone of any emergency related activity that CLEC or its subcontractors may be performing in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support Gallatin equipment. Notification of any emergency related activity shall be made immediately prior to the start of the activity so that Gallatin can take any action required to monitor or protect its service.

2.15 To the extent Gallatin performs the construction of the physical collocation arrangement, Gallatin shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC.

2.16 CLEC and Gallatin will complete an acceptance walk through of those portions of the collocation arrangement provided by Gallatin. Exceptions that are noted during this acceptance walk through shall be corrected by Gallatin within five (5) business days after the walk through except where circumstances reasonably warrant additional time. In such event, subject to CLEC's consent, which shall not be unreasonably withheld, Gallatin shall be given additional time. The correction of these exceptions from the original collocation request shall be at Gallatin's expense.

2.17 Gallatin shall provide the following information to CLEC within ten (10) business days of receipt of a written request from CLEC:

2.17.1 Work restriction guidelines.

2.17.2 Gallatin or Industry technical publication guidelines that impact the design of Gallatin collocated equipment.

2.17.3 Gallatin contacts (names and telephone numbers) for the following areas: Engineering, Physical & Logical Security, Provisioning, Billing (Related to Collocation Services), Operations, Site and Building Managers, Environmental and Safety

2.17.4 Escalation process for the Gallatin employees (names, telephone numbers and the escalation order) for any disputes or problems that might arise pursuant to CLEC's collocation.

2.18 CLEC may be required to provide a separately metered AC electrical supply for its required power source at its own expense. The meter will be directly billed to CLEC by power provider. Gallatin will provide the necessary access and infrastructure to connect the power source to the CLEC equipment location.

2.19 To the extent that space for virtual collocation is available, Gallatin shall provide virtual collocation where physical collocation is not practical for technical reasons or because of space limitations.

2.20 Intentionally left blank

2.21 As part of the license granted in Section 4 herein, CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the building as are designated by Gallatin from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocated Space, corridors and other access ways from the entrance to the building, the Collocated Space, and the parking areas adjacent (except for Pekin Main on Margaret St.) to the building for vehicles of persons while working for or on behalf of CLEC at the Collocated Space; provided, however, that Gallatin shall have the right to reserve parking spaces for Gallatin's exclusive use or by other occupants of the building. Gallatin does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. All common areas shall remain under the exclusive control and management of Gallatin, and Gallatin shall have the right to change the level, location and arrangement of parking areas and other common areas as Gallatin may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Gallatin may from time to time impose, such as those set forth in Section 2.3 of this Attachment IV.

2.22 Where available, Gallatin shall furnish passenger elevator service as necessary to reach the Collocated Space or common areas to which CLEC has access pursuant to the terms of this Attachment IV. Where available, freight elevator service when used by CLEC's contractors, employees or agents shall be provided at times reasonably satisfactory to Gallatin.

2.23 CLEC shall regularly inspect the Collocated Space to ensure that the Collocated Space is in good working condition. CLEC shall promptly notify Gallatin of any damage to the Collocated Space or of the need to perform any repair or maintenance of the Collocated Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocated Space). CLEC shall keep the Collocated Space clean and trash free.

2.23.1 The cost of all repairs and maintenance performed by or on behalf of Gallatin to the Collocation Space or building which are, in Gallatin's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees, or agents, shall be paid by CLEC to Gallatin within 10 days after being billed for such repairs and maintenance by Gallatin.

2.24 CLEC shall, with the prior written consent of Gallatin, have the right to provide additional fire protection systems within the Collocated Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the building or the Collocated Space. If any governmental bureau, department or organization or Gallatin's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the Collocated Space, such changes, modifications or additions shall be made by CLEC at its expense, following review and approval by Gallatin prior to any work being done. If any governmental bureau, department or organization or Gallatin's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the building in which the Collocated Space of CLEC's in general are located, such changes, modifications, or additions shall be made by Gallatin and CLEC shall reimburse Gallatin for the cost thereof in the same proportion as the square footage of the affected portion of the building.

2.25 CLEC, its employees, agents, contractors, and business invitees shall (i) comply with all rules and regulations which Gallatin may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the building, the property and the Collocated Space and its tenants and occupants, and (ii) comply, at its own expense, with all ordinances which are applicable to the Collocated Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocated Space during the term of this Agreement or any extension hereof.

2.26 CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocated Space or the building, outside or inside, without the prior written consent of Gallatin. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. Gallatin shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Gallatin's fireproofing policy, any penetrations by CLEC, whether in the Collocated space, the building or otherwise, shall be sealed as quickly as possible by CLEC with Gallatin-approved fire barrier sealants, or by Gallatin at CLEC's cost.

2.27 CLEC shall not exceed the uniformly distributed live load capacity.

2.28 CLEC equipment within the Collocated Space shall be connected to Gallatin's grounding system, consistent with industry standards and specifications as referenced in Section 5 of this attachment. Any upgrades or additional construction required for the attachment of CLEC to GRC grounding system shall be undertaken by GRC at CLEC's expense.

2.29 CLEC shall post in a prominent location visible from the common building area, the telephone numbers of emergency contact personnel for 24-hour emergency use by Gallatin. CLEC will promptly update this information as changes occur.

2.30 CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Gallatin location, or on the Collocated Space, without the prior written consent of Gallatin.

2.31 CLEC shall not use the name of the Gallatin building or Gallatin for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Gallatin building on any letterhead, envelope, circular, notice or advertisement, without the prior written consent of Gallatin.

2.32 CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocated Space or on the Gallatin property any article, thing or service except those ordinarily embraced within the use of the Collocated Space specified in this Attachment IV, without the prior written consent of Gallatin.

2.33 CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Gallatin determines is unsightly from outside the Collocated Space; take or permit to be taken in or out of other entrances of the Gallatin building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, or accidentally, or otherwise, allow anything to remain in, place, or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, move all supplies, furniture and equipment directly to the Collocated Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the building.

2.34 CLEC shall not do or permit anything to be done upon the premises, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the building. CLEC shall not do or permit anything to be done upon the premises which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Gallatin, any other occupant of the building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the property.

2.34.1 CLEC shall not, without the prior written consent of Gallatin: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the premises; (ii) use the premises for housing, lodging, or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the premises or permit the presence of any animals except those used by the visually impaired. Gallatin may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

2.35 Gallatin reserves the right to stop any service when Gallatin deems such stoppage necessary by reason of accident or emergency or for repairs improvements or otherwise; however, Gallatin agrees to use its best efforts not to interfere with CLEC's use of the Collocation Space. Gallatin does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Gallatin.

2.35.1 No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render Gallatin liable to CLEC for damages, by abatement of collocation charges, except as may be set forth in the tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against Gallatin for damages for interruption or stoppage of service.

2.35.2 Gallatin shall have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs.

2.36 Gallatin shall have the following rights, and others not specifically excluded in this Agreement, exercisable without notice and without liability to CLEC for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of CLEC's use or possession or giving rise to any claim for offsets, or abatement of rent:

2.36.1 To change the name or street address of the building;

2.36.2 To install and maintain sign on the exterior and interior of the building or anywhere on the property;

2.36.3 To designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed on the premises;

2.36.4 To use any means Gallatin may deem proper to open Collocation Space doors in any emergency. Entry into the Collocation Space obtained by Gallatin by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLEC from the Collocation Space or any portion thereof;

2.36.5 To utilize the space within the building in such a manner as will best enable it to fulfill its own service requirements;

2.36.6 At any time, to decorate and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the premises, the property, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the premises or any part of the property all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities,

provided that Gallatin shall limit inconvenience or annoyance to CLEC as reasonable possible under the circumstances;

2.36.7 To do or permit to be done any work in or about the Collocation Space or the property or any adjacent or nearby building, land, street or alley;

2.36.8 To grant to anyone the exclusive right to conduct any business or render any service on the property, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement;

2.36.9 If it becomes necessary in Gallatin's reasonable judgment, and there are no other reasonable alternatives, to require CLEC to move to equivalent Collocation Space in the building upon receipt of sixty (60) days written notice from Gallatin, in which event, Gallatin shall pay all moving costs, and the charges for collocation provided for herein shall remain the same;

2.36.10 To designate all spaces occupied by CLEC's facilities under this Agreement;

2.36.11 If Gallatin, in its sole discretion, determines to cease using the building in which the Collocation Space is located as a central office or wire center, to terminate CLEC's license to occupy such space on sixty (60) days written notice.

2.37 CLEC shall carry insurance, at CLEC's expense, insuring CLEC and, except for worker's compensation, and showing Gallatin as additional insured and/or loss payee, as its interest may appear. Such insurance shall contain such terms and conditions, provide such coverages and exclusions and be written by such companies as Gallatin shall find satisfactory.

2.37.1 As of the date that CLEC begins construction of any portion of a physical collocation arrangement or as of the date that CLEC begins to occupy any physical collocation arrangement under this Agreement, whichever is earlier, CLEC shall maintain the following coverages in the following amounts; provided, however, that Gallatin retains the right to require additional and/or different coverages and amounts during the term of this Agreement:

2.37.1.1 Commercial general liability, occurrence form, in limits of not less than \$1,000,000 combined single limit for bodily injury, personal injury and property damage liability insurance to include coverage for products/completed operations and explosion, collapse and underground liability;

2.37.1.2 "All risk" property insurance on a full replacement cost basis, insuring CLEC's real and personal property situated on or within the property. CLEC may elect to unsure business interruption and contingent business interruption, as it is agreed that Gallatin has no liability for loss of profit or revenues should an interruption of service occur;

2.37.1.3 Business auto insurance, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage liability;

2.37.1.4 Worker's compensation insurance in accordance with statutory requirements, and employer's liability with a minimum amount of \$500,000 per accident; and

2.37.1.5 Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate to provide excess limits over all primary liability coverages.

2.37.2 The limits of the insurance policies obtained by CLEC as required above shall in no way limit CLEC's liability to Gallatin should CLEC be liable to Gallatin under the terms of this Agreement or otherwise.

2.37.3 CLEC shall furnish to Gallatin a certificate or certificates of insurance, satisfactory in form and content to Gallatin, evidencing that the above coverage is in force and has been endorsed and to guarantee that the coverage will not be canceled or materially altered without first giving at least 30 days prior written notice to Gallatin.

2.37.4 All policies required of CLEC shall contain evidence of the insurer's waiver of the right of subrogation against Gallatin for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Gallatin may carry. Any other provisions contained in this Section, this Attachment or this Agreement notwithstanding, the amounts of all insurance required to be obtained by CLEC shall not be less than an amount sufficient to prevent Gallatin from becoming a co-insurer.

2.38 If the premise or a portion thereof sufficient to make the premises substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Gallatin may, at its option, restore the premises to its previous condition. A license granted under this Attachment shall not terminate unless, within 90 days after the occurrence of such casualty, Gallatin notifies CLEC of its election to terminate said license. If Gallatin does not elect to terminate said license, Gallatin shall repair the damage to the premises caused by such casualty.

2.38.1 Notwithstanding any other contrary provision of this Agreement, if any casualty is the result of any act, omission or negligence of CLEC, its agents, employees, contractors, licensees, customers or business invitees, unless Gallatin otherwise elects, a license for Collocation Space shall not terminate, and, if Gallatin elects to make such repairs, CLEC shall reimburse Gallatin for the cost of such repairs, or CLEC shall repair such damage, including damage to the building and the area surrounding it, and the charges to be paid to Gallatin by CLEC shall not abate.

2.38.2 If the building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Gallatin may, at its election within 90 days of such casualty, terminate license for the effected Collocation Space by giving written notice of its intent to terminate said license. The termination as provided in this paragraph shall be effective 30 days after the date of the notice.

2.38.3 Notwithstanding any other provision of this Agreement, Gallatin shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received.

2.39 If the property, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, the term of a Collocation Space license shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the property, or if the grade of any street or alley adjacent to the property is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the property to conform to the changed grade, Gallatin shall have the right to terminate a Collocation Space license upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Gallatin to CLEC for such

cancellation, and CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

2.40 At the termination of a Collocation Space license by lapse of time or otherwise:

2.40.1 CLEC shall surrender all keys, access cards and Gallatin-provided photo identification cards to the Collocation Space and the building to Gallatin, and shall make known to Gallatin the combination of all combination locks remaining on the Collocation Space.

2.40.2 CLEC shall remove its equipment from the Collocation Space within thirty (30) days.

2.40.3 CLEC shall return to Gallatin the Collocation Space and all equipment and fixtures in as good a condition and state of repair, as when CLEC originally took possession, normal wear and tear or damage by fire or other casualty excepted. CLEC shall be responsible to Gallatin for the cost of any repairs that shall be made necessary by the acts or omissions of CLEC or of its agents, employees, contractors or business invitees. Gallatin reserves the right to oversee CLEC's withdrawal from the Collocation Space and CLEC agrees to comply with all reasonable directives of Gallatin regarding the removal of equipment and restoration of the Collocation Space. CLEC shall not be responsible for putting the Collocation Space in other than its original condition.

2.40.4 If CLEC fails to remove its property installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, within 60 days of termination of its Collocation Space license, by lapse of time or otherwise, then all remaining property shall become Gallatin's property and shall remain upon or in the Collocation Space, without compensation, allowance or credit to CLEC;; No cable shall be removed from inner duct or outside cable duct except as directed in writing by Gallatin.

2.40.5 All fixtures, installations, and personal property belonging to CLEC not removed from the Collocation Space upon termination of a collocation Space license and not required by Gallatin to have been removed as provided in this Attachment IV, shall be conclusively presumed to have been abandoned by CLEC and title thereto shall pass to Gallatin under this Attachment IV as if by a bill of sale.

2.41 If the owner of the building or Gallatin sells, transfers or assigns any interest in the building, or there is any material change in the lease to which the building is subject, and such sale, transfer, assignment or material change in the lease gives rise to an obligation which is inconsistent with a Collocation Space license granted under this Attachment IV, Gallatin's performance under this Attachment 4 shall be excused to the extent of the inconsistency. Gallatin hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Gallatin to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

2.42 A Collocation Space license granted under this Attachment IV shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the premises, building or any portion thereof and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

Section 3. Physical Security

3.1 Each party shall exercise reasonable care to prevent harm or damage to the other party or its employees, agents or subscribers, or their property, and in any event shall exercise the same degree of care as it does with respect to its own property, equipment, and employees. Gallatin and its employees, agents or representatives shall take reasonable and prudent steps to ensure the adequate protection of CLEC property, equipment and services including, but not limited to:

3.1.1 Restricting access to CLEC equipment, support equipment, systems, tools, or spaces which contain or house CLEC equipment enclosures to CLEC employees and other authorized non-CLEC personnel to the extent necessary to perform their specific job function.

3.1.2 Ensuring that the physical collocation area which houses CLEC's equipment is adequately secured and monitored to prevent unauthorized entry to the same extent and at the same level Gallatin provides itself.

3.1.3 Subject to Section 2.3 of this Attachment IV, allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.

3.1.4 Limiting the keys used in its keying systems for CLEC's physical Collocation Spaces which contains or houses CLEC equipment or equipment enclosures to Gallatin employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

3.1.5 Providing prompt notification to designated CLEC personnel to indicate an actual or attempted security breach to the Collocation Space.

3.2 Gallatin, at CLEC's expense, may issue non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by Gallatin for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocated Space.

3.3 Gallatin may issue access cards, codes, or keys to CLEC's listed employees or vendors where such systems are available and their use by CLEC will not otherwise compromise building security.

3.4 Gallatin reserves the right to close and keep locked all entrance and exit doors of the building during hours Gallatin may deem advisable for the adequate protection of the building.

3.5 CLEC agrees to abide by all of Gallatin's security practices for non-Gallatin employees with access to the building, including, without limitation:

3.5.1 CLEC will supply to Gallatin, and update as changes occur, a list of its employees or approved vendors who require access to GRC's buildings and property. The list will include the Employee's names of all such individuals, which shall be updated periodically to reflect new employees. In addition, CLEC

shall immediately advise GRC of any terminated CLEC employees and advise GRC that keys to GRC buildings and property have been recovered.

3.5.2 CLEC is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocated Space. All cards, codes, or keys must be returned upon termination of this Agreement. Unreturned or replacement cards, codes, or keys may be subject to a reasonable fee at the discretion of Gallatin.

3.5.3 CLEC's employees, agents, invitees and vendors must display identification cards at all times.

3.5.4 CLEC will assist Gallatin in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available 24 hours a day, seven days a week to verify identification.

3.5.5 Before leaving the Collocated Space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocated Space. Any damage resulting from CLEC's failure to do so shall be the responsibility of CLEC.

3.6 CLEC will allow Gallatin to access its Collocated Space at all times, via pass key or otherwise, to allow Gallatin to react to emergencies, to maintain the space (not including CLEC equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Gallatin, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

Section 4. License: Gallatin hereby grants CLEC a license to occupy any premises or rack space which contain collocated equipment, including without limit all necessary ingress, egress and reasonable use of Gallatin's property, for the Term of the Agreement. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to create a leasehold interest or a landlord-tenant relationship between the Parties.

Section 5. Augments

5.1 **Augmentation:** All requests for an addition or change to an existing collocation arrangement that has been inspected and turned over to the CLEC are considered augmentations. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. The definition of a major or minor augment is as follows:

5.1.1 **Major Augments** of caged and cageless collocation arrangements are those requests that: (i) increases AC or DC power by more than 60% of the current amperage consumed or more than 50% of the current capacity available, whichever is smaller; (ii) add equipment that generates more than 5,000 BTU's of heat; or (iii) increases the caged floor space by more than 75% over what CLEC requested in its original application. A complete application and Engineering Fee will be required when submitting a caged or cageless request that requires a Major Augment.

- 5.1.2 **Minor Augments** of caged and cageless collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that: (i) do not require additional DC and AC power (or are less than specified in 5.1.1 above); (ii) do not add equipment that generates more than 5,000 BTU's of heat; or (iii) do not increase the collocation floor space by more than 75%, over what CLEC requested in its original application. Notwithstanding the above, the requirements of a Minor Augment request cannot exceed the capacity of the existing/proposed AC electrical, DC power or HVAC system. Requests for CLEC to CLEC Interconnects and DSO, DS1, DS3 and OCX facility terminations are included as Minor Augments, unless racking and cabling are required outside of either CLEC's designated Collocation area(s). In which case, inter-Collocation site racking and cabling will be done on an ICB basis. The installation of circuit cards by GRC for Virtual collocation is also included as a minor augment.
- 5.1.3 **Minor Augments – no Fee:** Minor Augments that **do not** require a fee are those augments performed solely by CLEC, that do not require GALLATIN to provide a service or function on behalf of CLEC including, but not limited to, requests to install additional equipment in CLEC's collocation space. Prior to the installation of the additional equipment (in other than routine additions, such as plug ins, PC cards and minor wiring), CLEC agrees to provide GALLATIN an application form with an updated equipment listing that includes the new equipment to be installed in CLEC's collocation area. Once the updated equipment list is submitted to and approved by GALLATIN, CLEC may proceed with the augment. CLEC agrees that changes in equipment provided by CLEC under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application and as specified in sections 5.1.1 and 5.1.3, above. All augments will be subject to GALLATIN inspection, in accordance with the term of this contract for the purpose of ensuring compliance with GALLATIN and Industry safety standards.

Section 6. Technical References

Gallatin shall provide collocation in accordance with the following standards:

- 6.1 National Electrical Code (NEC) use latest issue.
- 6.2 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2, (Telcordia, January 1989).
- 6.3 TR-EOP-000063 Network Equipment Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988.
- 6.4 TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and 140-Volt Central Office Power Plant Rectifiers, Issue1, (Telcordia, May 1985).
- 6.5 TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Telcordia, June 1985).
- 6.6 TR-NWT-000154, Generic Requirements for 24-, 48-, 130-, and 140-Volt Central Office Power Plant Control and Distribution Equipment, Issue 2, (Telcordia, January 1992).
- 6.7 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2, (Telcordia, July 1992).
- 6.8 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1, (Telcordia, December 1991).
- 6.9 TR-NWT-001275 Central Office Environment Installation/Removal Generic Requirements, Issue 1, January 1993.

Attachment 5

Rights of Way (ROW), Conduits, Pole Attachments

Section 1. Introduction

This attachment sets forth the requirements for Rights of way, Conduits and Pole Attachments.

Section 2. General

Gallatin and CLEC acknowledge that, under Section 251(b)(4) of the Act, each of them has the duty to afford the other access to their respective poles, ducts, conduits, and rights-of-way on terms consistent with the Act. The Parties agree to negotiate access to and use of Pole Attachments, conduits and Rights of Way (ROW) on a case by case basis. Upon written request, GRC shall provide CLEC with network information necessary for CLEC to determine the existence of GRC's poles, ducts, conduits and rights-of way.

Attachment 6

Pricing Schedule

Section 1.

1. General Principles

- 1.1 Subject to the provisions of this Agreement, all Prices and Rates in Attach 6, herein are provided under this Agreement and shall remain in effect for the term of this Agreement. Prices will be specified as either Recurring (MRC) or Non-Recurring (NRC) charges.
- 1.2 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service (MRC & NRC).
- 1.3 The Charges for a Service may be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 The Charges stated in this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

2. GRC Prices

Notwithstanding any other provision of this Agreement, the Charges that GRC bills CLEC for GRC's Services shall not exceed the Charges for GRC's comparable Services, except to the extent that GRC's cost to provide such Services to CLEC exceeds the Charges for GRC's comparable Services and GRC has demonstrated such cost to CLEC, or, at CLEC's request, to the Commission or the FCC.

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

PRICING

ATTACHMENT 6, continued

Section 2. Interconnection and Reciprocal Compensation

2.1 Rate for Reciprocal Compensation is \$0.015 per minute of use (MOU).

2.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment III of this Agreement.

2.3 CLEC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Attachment when CLEC uses a Gallatin access tandem to terminate a local call to a third party LEC or another CLEC.

Section 3. Table 1: Ordering, Preordering, Service fees, Loop and Sub Loop Charges and Resale charges.

The charges that CLEC shall pay to Gallatin for its Table 1 Schedule, as set forth in this attachment to the ICA.

Section 4 Table 2: Available Network Elements (includes ISP DS-1/DS-3 arrangements).

The charges that CLEC shall pay to Gallatin for its Table 2 Schedule, (Available Network Elements) as set forth in this attachment to the ICA.

Section 5 Table 3: Collocation Charges (Caged and Cageless)

The charges that CLEC shall pay to Gallatin for its Table 3 Schedule, (Collocation) as set forth in this attachment to the ICA.

Section 6 Table 4: Miscellaneous Charges

The charges that CLEC shall pay to Gallatin for its Table 4 Schedule, (Miscellaneous Charges) as set forth in this attachment to the ICA.

This Page Intentionally Left Blank

Attachment 7

CLEC Support Services Guide

The GRC "CLEC Support Services Guide" is a guide containing general information identifying the practices, procedures and obligations of both the CLEC and GRC for Ordering, Preordering and Reporting of Troubles, ISP DS-1 Service and Hot Cuts, pursuant to the ICA.

**GALLATIN RIVER / CLEC
SUPPORT SERVICES GUIDE**

**For Preorder, Ordering & Repair Services,
ISP DS-1 Service, and Hot Cuts (LNP)**

Attachment 6 Price Schedule

Oct. 03, 2006 For BitWise Communications, Inc.
 Section 3, Table 1: Ordering, Pre-Ordering, Service Fees, Loop charges and Resale Rates



Category	Rate Element	Description	Recurring Rate	USOC	NRC
Hot Cut	Ports Out (LNP) (see Pg.11 of CLEC Guide)	Per line - Includes LNP & Port Disconnect	N/A		\$35.00
Ordering	Service Order (not Pre Qual.)	Charge to process Order (up to 10 lines)	N/A		\$25.25
Ordering	Service Order (If Loop is Pre-Qualified)	(see Pre Qual section below - up to 10 Lines)	N/A		\$15.25
Ordering	Central Ofc Conn. Chg.	Line connecting charge (per line)	N/A		\$13.00
Ordering	OSP Interconnection Charge (if request'd)	Outside wk at Term. (per line, not for install)	N/A		\$31.03
Pre Order	Customer Loop Pre-Qualification	Pre-Qualify one Loop - one request Not a test	N/A		\$15.25
Pre Order	Customer Loop Pre-Qualification	up to 10 Loops, same request	N/A		\$15.25
Resale	Tandem Switching per MOU	Galesburg & Dixon, only	\$0.002147		N/A
Resale	Inter Office Trans - Dedicated DS-1	(Inter Office Facility)	(see GRC tariff, section 7, Spec. Access)		
Services	Trip Charge (not for installs)	Truck roll for Outside Test & Repair	see CLEC Guide pg. 8		\$50.00
Services	Trouble Testing (not for installs)	Test to qualify trbl as ILEC or CLEC, (fm CO)	see CLEC Guide pg. 8		\$35.00
Services	Trouble Isolation and Testing (not for Install)	Charge to qualify trbl as CLEC, (Outside)	see CLEC Guide pg. 8		\$76.53
Services	Loop Rework (2W)	Outside work at Terminal (Non-Test)	N/A		\$31.03
Services	Loop Rework (4W)	Outside work at Terminal (Non-Test)	N/A		\$43.65
Services	911 Interface Link	Links to GRC Selective Router	see 911 Svc Agreement		N/A
Services	ALI Data Base & Maintenance	Per 100 lines	see 911 Svc Agreement		N/A
Line Cond'g	Whole Loop (Flat rate) Ld Coils	Dixon Host (See CLEC Guide pg. 13)	N/A		\$250.00
Line Cond'g	Whole Loop (Flat rate) Ld Coils	Galesburg Host (See CLEC Guide pg. 13)	N/A		\$200.00
Line Cond'g	Whole Loop (Flat rate) Ld Coils	Galesburg Host (See CLEC Guide pg. 13)	N/A		\$250.00
Line Cond'g	Whole Loop (Flat rate) Ld Coils	Pekin Host (See CLEC Guide pg. 13)	N/A		\$175.00
Line Cond'g	Whole Loop (Flat rate) Ld Coils	Pekin Host (See CLEC Guide pg. 13)	N/A		\$250.00
Line Cond'g	Whole Loop (Flat rate) Ld Coils	Other exchange areas not listed (see pg. 13)	N/A		\$300.00
Line Cond'g	Whole Loop (Flat rate) Bridge Taps	All Exchanges (See CLEC Guide pg. 13)	N/A		\$125.00
Dir List	Non-List	applied Per line (Pass Thru)	\$1.00		N/A
Dir List	Non-Pub	applied Per line (Pass Thru)	\$2.00		N/A

Attach. 6, Price Schedule
Oct. 03, 2006

BitWise Communications, Inc.

Section 4, Table 2: Available Network Elements - Pricing



Category	Rate Element	Note	Recurring Rate	USOC	NRC
Digital Lcl Traffic Arrange	DS-1 (Dialable) ISP Svc	Requires Collo	\$360.00		\$540.00
	To change existing service to ISP-DS1	Records chg only			\$125.00
Host Remote Links	H/R DS-1 Transport (no Collo)	See CLEC Guide pg. 9 to 11	\$198.00		\$400.00
Host Remote Links	H/R DS-3 Transport (No Collo)	See CLEC Guide pg. 9 to 11	\$2,190.00		\$2,900.00
Host Remote Links	H/R DS-1 Transport (Collo Req'd)	See CLEC Guide pg. 9 to 11	\$170.00		\$400.00
Host Remote Links	H/R DS-3 Transport (Collo Req'd)	See CLEC Guide pg. 9 to 11	\$1,405.00		\$2,900.00
Inter Office Transport	DS-1 Transport (Spec. Access)	Ref ICC#2, Sect. 17	\$403.00		\$400.00
Inter Office Transport	DS-3 Transport (Spec. Access)	Ref ICC#2, Sect. 17	\$ 2,200.00		\$3,600.00
ISDN Services	PRI Interface (Compellive)	Per GRC ICC#1 tariff, p 22, S 7.2	\$ 300.00	FCEISBU	\$500.00
	Service Rearrangement	Per GRC ICC#1 tariff, p 22, S 7.2	N/A		\$75.00
Loops	Local Loop (2W analog)	Includes NID	\$17.93		Incl'd w/Ord
Loops	Local Loop (4W analog)	Includes NID	\$35.86		Incl'd w/Ord
Loops	Local Loops DS-1 (Collo Req'd)	Cust Prem - GRC Host See pg 9/11 CLEC Guide	\$181.51		\$ 225.00
Loops	Local Loops DS-3 (Collo Req'd)	Cust Prem - GRC Host (Collo Req'd)	\$1,368.47		\$ 2,900.00
Sub Loops	Local 2 wire loops (from Remotes only)	Cust Prem to GRC Remote (Collo req'd)	\$8.96		\$ 38.25
Sub Loops	local 4 wire loops (from Remotes only)	Cust Prem to GRC Remote (Collo req'd)	\$33.86		\$ 121.25
Sub Loops	Local 2 wire loops (from Remotes only)	Cust Prem to GRC Remote (No Collo)	\$12.90		\$ 38.25
Sub Loops	local 4 wire loops (from Remotes only)	Cust Prem to GRC Remote (No Collo)	\$35.00		\$121.25
Sub Loops	Local DS-3 (from Remotes, only)	Cust Prem to GRC Remote (Collo Req'd)	\$486.36		\$650.00
Cross Connects - Elect	DS-3 (per jumper)	At C.O. or Remote (Not Collo)	\$14.00	MRC new	\$45.00
Cross Connect Panel	DSX - DS-1 Jack Panel per panel	Panel Install plus Equipment	\$25.00		\$120.65
Interconnection Trunks	Local Trunks 1 way	DS0 Interface, First Trunk	\$6.00		\$143.85
Interconnection Trunks	Local Trunks 1 way	DS0 Interface, Each Additional Trunk	\$4.00		\$25.46
Interconnection Trunks	Local Trunks 1 way	DS1 Interface, First Trunk	\$12.00		\$151.36
Interconnection Trunks	Local Trunks 1 way	DS1 Interface, Each Additional Trunk	\$8.00		\$17.70
Interconnection Trunks	Local Trunks 2 way	DS0 interface, First Trunk	no chg		\$143.85
Interconnection Trunks	Local Trunks 2 way	DS0 interface, Each Additional Trunk	no chg		\$25.46
Interconnection Trunks	Local Trunks 2 way	DS1 interface, First Trunk	no chg		\$151.36
Interconnection Trunks	Local Trunks 2 way	DS1 interface, Each Additional Trunk	no chg		\$17.70
Interconnection Trunks	Entrance Facilities	DS-0	\$25.00		\$ 275.00
Interconnection Trunks	Entrance Facilities	DS-1	\$125.00		\$ 350.00
Interconnection Trunks	Entrance Facilities	DS-3	\$1,800.00		\$ 2,500.00



Collo Category	Description	Note	Recurring Rate	USOC	MRC
Application Fee	New site	One time charge per Host switch (includes all subsetting Remotes)			\$3,348.15
Augments	Augment Fee - Major	Includes Engineering (requires GRC eng and construction)			\$1,104.89
Augments	Augment Fee - Minor	Includes Engineering (Req. minor GRC assistance)			\$334.81
Misc.	Collo Survey & Report				\$150.00
Facility ACTL	Common Language Code	Identifies site w/industry designation (Actual cost, pass thru)			\$700.00
Site Prep	Initial up to 100 SqFt	Included w/App'l. Fee			N/A
	Incremental, over initial	Per Sq. Ft add'l.			\$10.00
Floor Space	Relay Rack	Per Rack (hole drilling - Superstructure Conn.)			\$110.00
Floor Space	Per Square foot occupied	Host (see CLEC Guide for details)			\$5.00
Floor Space	Per Square foot occupied	Remote (see CLEC Guide for details)			\$7.50
Rolling Cabinet	Rate for each cabinet.	4 sq. ft. min. Rate app'lysq.ft. (see CLEC Guide)			\$7.50
Stationary Cabinet					N/A
Access Card	End/Remote Office Access	per card issued/per person (no Chg for Xfer of Existing card)			\$22.88
Bits Timing	Engineering				\$34.93
Shielded Cable		Per foot			\$2.97
Cable Rack	Dedicated	Engineering			\$9.06
Cable Rack	Install Rack	Per Linear Ft space Utilization			\$278.19
Cable Rack	Metallic DS-0 Common	Per Linear Ft space Utilization			\$34.42
Cable Rack	Metallic DS-1 Common	Per Linear Ft space Utilization			
Cable Rack	Riser Space-dedicated	Per Linear Ft space Utilization + install charge			\$0.55
Cable Rack	Common (if available)	Engineering			\$34.42
Cable Rack	Metallic DS-1 Common	Per Linear Ft space Utilization (if available)			\$0.10
Cable Rack	Riser Space - common	Per Linear Ft space Utilization (if available)			\$1.00
Cable Rack - Fiber	Common (if available)	Engineering			\$3.00
Cable Space (Rack) Fiber	Fiber Cable Common	Space Utilization (per rack) (add inner duct, if any)			\$0.12
Cable Space (Rack) Fiber	Fiber Cable Common	Per Inner Duct Ft. Space Util. (Add Rack space)			\$0.10
Cable Space (OSP)	Conduit Space - Manhole	Per foot/manhole (manhole to bldg)			TBD
	Conduit Space - Conduit	Per Linear Ft (feeder/distr)			TBD
Grounding	Ground Bar (if Required)	Per Bar (provided & Inst. By GRC)			\$1,420.59
	(CLEC may share existing Bar)	Per Attachment to Bar			\$1.00
DC Power Fac Install	Termination	Per Power Run Plus cable MRC, below)			\$133.12
	Engineering	Per Project			\$11.09
	Power Cable Pull - Labor	Per Linear Ft (plus cable MRC, below)			\$133.12
	Power Feed 40 AMPS	Power, Fuse, Fuse Panel - 40 Amp Breaker			\$780.19
	DC power	Per 1 Amp (minimum 10 Amps)			\$10.00
					ICB
					MRC \$9.00/Amp

MRC - \$4.89
 MRC - \$0.37

Attach. 6, Section 5, Table 3: Cage Less Collo - Pricing, Contin'd, Pg-2 10-03-06

Rate Element	Description	Note	Recurring Rate	USOC	NRC
DC Power Fac (Cable)	Power Cable 1/0 (Per/Linear Ft.)	(Material & Labor if GRC provides) Plus DC Install elements, above	\$0.77		\$0.77
DC Power Fac (Cable)	Power Cable 2/0 (per Lin. Ft.)	(Material & Labor if GRC provides) Plus DC Install elements, above	\$1.11		\$1.11
DC Power Fac (Cable)	Power Cable 3/0 (per Lin. Ft.)	(Material & Labor if GRC provides) Plus DC Install elements, above	\$1.24		\$1.24
DC Power Fac (Cable)	Power Cable 4/0 (per Lin. Ft.)	(Material & Labor if GRC provides) Plus DC Install elements, above	\$1.52		\$1.52
DC Power Fac (Cable)	Power Cable 350M (per Lin. Ft.)	(Material & Labor if GRC provides) Plus DC Install elements, above	\$2.60		\$2.60
DC Power Fac (Cable)	Power Cable 500M (per Lin. Ft.)	(Material & Labor if GRC provides) Plus DC Install elements, above	\$3.63		\$3.63
DC Power Fac (Cable)	Power Cable 750M (per Lin. Ft.)	(Material & Labor if GRC provides) Plus DC Install elements, above	\$5.58		\$5.58
DC Power Fac (Cable)	Power Cable # 6 (per Lin. Ft.)	(Material & Labor if GRC provides) Plus DC Install elements, above	\$0.15		\$0.15
DC Power Fac (Cable)	Power Cable # 8 (per Lin. Ft.)	(Material & Labor if GRC provides) Plus DC Install elements, above	\$0.15		\$0.15
AC Power	208 VAC - 50 Amp	Per Amp used (Eq.Amp X rate) or Actual reading	\$5.21		ICB
AC Power	208 VAC - 30 Amp	Per Amp used (Eq.Amp X rate) or Actual reading	\$5.21		ICB
AC Power	110 VAC - 10 Amp	Per Amp used (Eq.Amp X rate) or Actual reading	\$5.21		ICB
AC Power	110 VAC - 15 Amp	Per Amp used (Eq.Amp X rate) or Actual reading	\$5.21		ICB
AC Power	110 VAC - 20 Amp	Per Amp used (Eq.Amp X rate) or Actual reading	\$5.21		ICB
AC Power	If Not Available	Cost of Construction (ICB)			ICB
Emergency AC Power	AC Protected Power	Per 15 Amp Capacity Required (1 NRC chg per office/site)	\$0.41		\$624.00
Emergency AC Power	AC Protected Power	Per 20 Amp Capacity Required (1 NRC chg per office/site)	\$0.41		\$832.00
Emergency AC Power	AC Protected Power	Per 30 Amp Capacity Required (1 NRC chg per office/site)	\$0.41		\$1,248.00
Cable Facility - Pull	Engineering Costs	Per Project	N/A		\$338.20
Cable Facility - Pull	DS-0, DS-1, DS-3	Per foot Cable Pull - Labor	N/A		\$3.25
Cable Facility - Pull	Per DS-0, Cable Term - Each	per 100 Pr/cable end (GRC terminates)	N/A		\$150.00
Cable Facility - Pull	Per DS-1, Cable Term - Each	per 28 Pr/cable end (GRC terminates)	N/A		\$100.00
Cable Facility - Pull	Per DS-3, Cable Term - Each	Per Coax Termination, per cable end	N/A		\$50.00
Fiber Cable Pull	Engineering	Per project	N/A		\$606.30
Fiber Cable Pull	Place Inner-Duct	Per Linear Ft	N/A		\$2.08
Fiber Cable Pull	Pull Cable	Per Linear Ft	N/A		\$0.93
Fiber Cable Pull	Cable Fire Retardent	Per Occurrence	N/A		\$44.37
Fiber Cable Pull	Fiber Cable Splice	Per Fiber Strand	N/A		\$69.33
Fiber Cable Pull	Fiber Cable Splice	Prep/Splicing	N/A		\$200.00
Facility Termination	DS-0 Cable -	Per 100 Pair Terminal Block, per pair (used to be an MRC)			\$3.13
Facility Termination	DS-1 Cable -	Per 25 Pair (per connector terminated) (used to be an MRC)			\$12.34
Facility Termination	DS-3 Cable -	Per DS-3 (per connector terminated) (used to be an MRC)			\$16.11
Cross Connections	DS-0 Electrical	For Interconnection - For Collocation - Per Pair	\$0.25		\$12.00
Cross Connections	DS-1 Electrical	For Interconnection - For Collocation - Per DS1 Cable	\$1.00		\$22.00
Cross Connections	DS-3 Electrical	For Interconnection - For Collocation - Per DS-3 cable	\$5.00		\$35.00
Shared Collo	Augment Fee (Major)	to engineer and plan cabling and interconnection of CLECs	N/A		\$1,104.89
Shared Collo	Cabling	See applicable rate elements above	Above		Above
Shared Collo	Cross Connect	See applicable rate elements above	Above		Above
Shared Collo	Cable Racking	See applicable rate elements above	Above		Above
Shared Collo	Other construction	Other construction as may be required	ICB		ICB

Attach. 6, Pricing Schedule
Oct. 03, 2006



For BitWise Communications, Inc.

Section 5, Table 3: Caged Collo - Pricing (Pg-1)

Collo Caged Category	Rate Element	Note	Recurring Rate	USOC	NRC
Application Fee	New site	One time charge per Host switch (includes all subtending Remotes)			\$3,348.15
Augments	Augment Fee - Major	Includes Engineering (requires GRC eng'g and construction)			\$1,104.89
Augments	Augment Fee - Minor	Includes Engineering (Req. minor GRC assistance)			\$334.81
Misc.	Collo Survey & Report				\$150.00
Facility ACTL	Common Language Code	Identifies site w/Industry designation (Actual cost, pass thru)			\$700.00
Site Prep	Initial up to 100 Sq Ft	Included w/Appl. Fee			N/A
	Incremental, over 100 Sq Ft	Per Ft add'l.			\$30.00
Floor Space	Per Square foot occupied	Host (see CLEC Guide for details)	\$5.00		\$11.59 MRC
Floor Space	Per Square foot occupied	Remote (see CLEC Guide for details)	\$7.50		same
Rolling Cabinet	Flat rate for each cabinet.	applied if no other Flr space used (see CLEC Guide)	\$7.50		same
Access Card	End/Remote Office Access	per card/person			\$22.88
Bits Timing	Engineering				\$34.93
	Shielded Cable				\$1.25
	Per Port		\$9.06		
Cable Space (Rack)	Dedicated	Engineering			\$278.19
	Install Rack	Per Linear Ft space Utilization			\$34.42
	Metallic DS-0 Common	Per Linear Ft space Utilization	\$0.10		
	Metallic DS-1 Common	Per Linear Ft space Utilization	\$0.10		
	Riser Space	Per Linear Ft space Utilization	\$1.25		
Cable Space (Rack) Fiber	Fiber Cable Common	Space Utilization (per Sub Duct)	\$0.12		
	Fiber Cable Common	Per Inner Duct Ft. Space Util.	\$0.10		
Cable Space (OSP)	Conduit Space - Manhole	Per foot/manhole (manhole to bldg)	ICB		ICB
	Conduit Space - Conduit	Per Linear Ft (feeder/distri)	ICB		ICB
Cage Enclosure	Cage fencing	Per SqFt Fence			\$8.09
	Cage Gate	Per Gate			\$458.72
Cage Grounding	Ground Bar	Per Bar			\$1,420.59
		Per Attachment	\$1.00		
DC Power Fac	Termination	Per Power Run	\$12.90		\$133.12
	Power Cable Pull - Labor	Per Linear Ft			\$11.09
	Engineering	Per Project			\$780.19
	Power Feed	Power, Fuse, Fuse Panel - 10, 20, 30 & 40 Amp Breaker	ICB		ICB
	DC power	Per 1 Amp (minimum 10 Amps)	\$10.00		

Attach. 6, Section 5, Table 3: Caged Collo - Pricing (contin'd Pg-2) 10-03-06

Collo Caged Category	Rate Element	Note	Recurring Rate	USOC	NRC
DC Power Fac (Cable)	Power Cable 1/0	Per Linear Ft (Material Only if GRC provides)	\$0.77		\$0.77
	Power Cable 2/0	Per Linear Ft (Material Only if GRC provides)	\$1.11		\$1.11
	Power Cable 3/0	Per Linear Ft (Material Only if GRC provides)	\$1.24		\$1.24
	Power Cable 4/0	Per Linear Ft (Material Only if GRC provides)	\$1.52		\$1.52
	Power Cable 350M	Per Linear Ft (Material Only if GRC provides)	\$2.60		\$2.60
	Power Cable 500M	Per Linear Ft (Material Only if GRC provides)	\$3.63		\$3.63
	Power Cable 750M	Per Linear Ft (Material Only if GRC provides)	\$5.58		\$5.58
	Power Cable # 6	Per Linear Ft (Material Only if GRC provides)	\$0.15		\$0.15
	Power Cable # 8	Per Linear Ft (Material Only if GRC provides)	\$0.15		\$0.15
AC Power	208 VAC - 50 Amp	Per Amp used (Eq.Amp X rate) or Actual reading	\$5.21		
	208 VAC - 30 Amp	Per Amp used (Eq.Amp X rate) or Actual reading	\$5.21		
	110 VAC - 10 Amp	Per Amp used (Eq.Amp X rate) or Actual reading	\$5.21		
	110 VAC - 15 Amp	Per Amp used (Eq.Amp X rate) or Actual reading	\$5.21		
	110 VAC - 20 Amp	Per Amp used (Eq.Amp X rate) or Actual reading	\$5.21		
	If Not Available	Cost of Construction (ICB)			ICB
Emergency Power	AC Protected Power	Per 15 Amp Capacity Required (1 NRC chg per office/site)	\$0.41		\$624.00
Emergency Power	AC Protected Power	Per 20 Amp Capacity Required (1 NRC chg per office/site)	\$0.41		\$832.00
Emergency Power	AC Protected Power	Per 30 Amp Capacity Required (1 NRC chg per office/site)	\$0.41		\$1,248.00
Cable Facility - Pull	Engineering Costs	Per Project			\$338.20
	DS-0, DS-1, DS-3	Per foot Pull - Labor			\$3.33
	Per DS-0, Cable Term - Each	per 100 Pr/cable end (GRC terminates)			\$150.00
	Per DS-1, Cable Term - Each	per 28 Pr/cable end (GRC terminates)			\$100.00
	Per DS-3, Cable Term - Each	Per Coax Termination, per cable end			\$50.00
Fiber Cable Pull	Engineering	Per project			\$606.30
Fiber Cable Pull	Place Inner-Duct	Per Linear Ft			\$1.36
Fiber Cable Pull	Pull Cable	Per Linear Ft			\$0.93
Fiber Cable Pull	Cable Fire Retardent	Per Occurrence			\$44.37
Fiber Cable Pull	Fiber Cable Splice	Per Fiber Strand			\$59.33
Fiber Cable Pull	Fiber Cable Splice	Prep/Splicing			\$200.00
Facility Termination	DS-0 Cable - Material	Per 100 Pair cable	\$3.13		
Facility Termination	DS-1 Cable - Material	Per 25 Pair	\$12.34		
Facility Termination	DS-3 Cable - Material	Per DS-3	\$16.11		
Cross Connections	DS-0 Electrical	For Interconnection	\$0.25		\$12.00
	DS-1 Electrical	For Interconnection	\$1.00		\$22.00
	DS-3 Electrical	For Interconnection	\$5.00		\$35.00
Shared Collo	Augment Fee (Major)	to engineer and plan cabling and interconnection of CLECs	N/A		\$1,104.89
Shared Collo	Cabling	See applicable rate elements above	Above		Above
Shared Collo	Cross Connect	See applicable rate elements above	Above		Above
Shared Collo	Cable Racking	See applicable rate elements above	Above		Above
Shared Collo	Other construction	Other construction as may be required	ICB		ICB



Attach. 6, Pricing Schedule
 Oct. 03, 2006

For BitWise Communications, Inc.

Section 6, Table 4: Miscellaneous Items - Pricing



Category	Rate Element	Note	Recurring Rate	USOC	NRC
Labor Rates	Basic Time Bus. Day/Tech	1st 1/2 Hr or fraction	\$40.00		
		Ea. Add'l 1/2 or Fraction	\$30.00		
	Overtime - Bus Day	1st 1/2 Hr or fraction	\$50.00		
		Ea. Add'l 1/2 or Fraction	\$40.00		
	Overtime - Non-Bus Day	1st 1/2 Hr or fraction	\$60.00		
		Ea. Add'l 1/2 or Fraction	\$50.00		
GRC provided Cable	Cable Rates (DSO)	100 Pr per 100 ft cable/foot	N/A		\$2.12
	Cable Rates (DSO)	25 Pr. Per 100ft cable/foot	N/A		\$1.33
	Cable Rates (DS-1)	DS-1 28 Pr Per 100 ft/foot	N/A		\$1.06
	Cable Rates (DS-3)	DS-3 Coax per Linear Ft	N/A		\$1.23
	Cable Rates (CAT-5)	Shielded Cable Per ft	N/A		\$0.65
GRC Provided	Terminal Blocks	150 pair (plus T&E for Install)			\$81.29
	Terminal Blocks	25 pair (RJ 21X) (plus T&E for Install)			\$35.00
Line retermination	Hot Cut	Part of LNP process. per line	N/A		\$35.00

GALLATIN RIVER / CLEC SUPPORT SERVICES GUIDE

**For PreOrder, Ordering & Repair Services,
ISP- DS-1 Service and Hot Cuts (LNP) Procedure**

Bitwise/OmniLec

Oct. 3, 2006

Table of Contents

Page 1 & 2	Pre- Ordering, Order Provisioning Process, Other Provisioning (BFR)
Page 3	Order Provisioning, & Pre-Order Process (Applicable Rates Men)
Page 4	Attachment 1 “Loop Questionnaire FORM”
Page 5	Attachment 2 “Local Service Request FORM” (LSR) (Data to obtain forms) and Floor Space and Rolling Cabinet Details.
Page 6	Repair (Trouble) Reporting Process
Page 7	Attachment 3 “Trouble Reporting FORM”
Page 8	Truck Roll & Troubles Charges Guidelines
Pages 9 to 12	ISP – DS1 Service Descrip. DS-1 H/R Links \$ DS-1 DS-3 Loops & Sub Loops.
Page 13	Hot Cuts (LNP) Procedure
Page 14	Bridge Taps & Load Coil Rate Schedule

Bitwise/OmniLec

Oct. 3, 2006

GALLATIN RIVER / CLEC SUPPORT SERVICES GUIDE

In all cases the Interconnection Agreement (ICA) is the overriding document for purposes of interconnection and obligations of interconnecting carriers. This guide consisting of general information is provided as a resource for defining the practices, procedures and obligations of GRC & CLEC for ordering, preordering and repair of services and facilities pursuant to The ICA.

PROVISIONING: All activities associated with establishing service of the types defined in the agreement between Gallatin River (GRC) and the CLEC

1. PRE-ORDER PROCESSING

CLEC REQUIREMENTS

- Authorized CLEC agent will send e-mail to Gallatin River to the following address, GRC@GallatinRiver.com with a copy of the "LOOP QUESTIONNAIRE", which is attached herein, answering questions 1 through 10. See ATTACHMENT 1 "LOOP QUESTIONNAIRE" (LQ)

GALLATIN RIVER REQUIREMENTS

- GRC will verify the receipt of the e-mail by timely return of a verification e-mail to CLEC
- A GRC Business Service Representative (BSR) will route the request to the GRC Assignment Group for procurement of the facility and to provide the required loop qualification information required to answer question 11 of the "LOOP QUESTIONNAIRE".
- Once the LOOP QUESTIONNAIRE is completed, the information will be routed back to the Business Service Reps (BSR's)
- The BSR's will e-mail the completed LQ back to the CLEC within 24 Hrs. of receipt.

2. ORDER PROVISIONING

CLEC REQUIREMENTS

- Upon receipt of the LQ the CLEC will review the LQ and make the determination whether to proceed with ordering the service.
- The CLEC will complete the Local Service Request with the information required on the LSR including approval to bill for any required loop conditioning - See ATTACHMENT 2, "LOCAL SERVICE REQUEST" (LSR).
- Authorized CLEC agent will send an e-mail to Gallatin River to the following address, GRC@GallatinRiver.com with a copy of the LSR form attached. (see note below).

The desired LSR form is available from and can be reproduced only after obtaining the express written permission of the "Alliance for Telecommunications Industry Solutions" (ATIS). Permission to reproduce may be obtained by contacting Mike Nichols, OFB Manager, c/o ATIS 1200 G Street NW, Suite 500, Washington DC 20005 Telephone number: 202-434-8822

ORDER PROVISIONING, continued

GALLATIN RIVER REQUIREMENTS

- Upon processing the order, the BSR confirms the order number, the due date (subject to change if conditioning is required), and provides the circuit ID to CLEC via e-mail. The BSR also routes the order to all impacted GRC departments, including the assignment center, the Central Office and Outside Plant Department.
 - The Assignment Center assigns the facility and processes the order through GRC's internal system (PORTA) for dispatch. If conditioning is required, the outside plant supervisor is notified and a schedule for conditioning is established to provide for the required work activity.
 - GRC processes the order for completion on the CLEC desired due date, unless circumstances arise that require additional work. The CLEC will be notified as soon as possible if the due date needs to change.
 - Upon order completion, the order will be closed and the billing effective date will be the order due date. Any charges for conditioning will be routed back to the BSR's and billed per the Interconnection Agreement.
-

3. OTHER PROVISIONING: BONA FIDE REQUEST (BFR) for Non-standard Requests

CLEC REQUIREMENTS

- An authorized CLEC agent will send a BFR via certified mail to GRC Industry Relations (**include address here**). This letter should contain specific information as to what service is being requested, location, space requirements, and any technical requirement necessary to allow Gallatin River to evaluate and respond.
- Upon GRC's written confirmation of CLEC's BFR, the CLEC will respond with written acceptance or rejection of GRC's proposal within 5 business days.

GALLATIN RIVER REQUIREMENTS

- Upon receipt of CLEC's BFR, GRC will review and acknowledge receipt of the BFR and will identify a single point of contact and may make a request for any additional information necessary to complete the evaluation. GRC's response will be within (5) business days from receipt of CLEC's BFR. GRC will, within (30) business days provide a written proposed price for the service and an availability date or an explanation as to why Gallatin can not meet the request.
-

Bitwise/OmniLec

**Ordering & Pre-Order process
and
Applicable Rates Menu**

The purpose of this document is to explain the process by which Carriers Interconnecting to Gallatin can “pre-qualify” loops for service, Order Loops for service and the applicable rate elements and rates pursuant to Pre-Ordering and Ordering Loops for service by the Interconnected (CLEC) Carrier.

PREORDERING Process: Gallatin (GRC) will accept Pre-order qualification requests as follows: CLEC emails a “Loop Condition Request” to Gallatin at , that includes for each Loop/Line; Each order is limited to a maximum of 7 loops/lines. Each Loop/Line must include the following;
Customer Telephone number
Customer Address
Customer Name

GRC will acknowledge receipt of the request or reject the request and give reasons therefore within 24 hours. Within 3 days of receiving a complete and accurate request GRC will report by email the following data on the loop(s); length of loop, number of load coils, number of bridge taps. Pursuant to the ICA, (Attach. 6, sect. 3, Table 1, Network Elements), with Gallatin that establishes the following;

Rate element and rate applicable to Pre-Ordering:

Pre-Order Qualification: \$15.25 per Request (max of 7 lines), Otherwise the rate is \$15.25 per Loop. Ref. *Attachment 6, Section 3, Table 1*

ORDERING of Service: CLEC emails a Service Order to Gallatin that contains customer name, customer address and customer telephone number and type of service ordered. Up to 7 orders may be submitted in a single email. If line conditioning is also ordered (removal of bridge taps, load coils) GRC will complete the line conditioning within 8 days of receipt of the Service Order unless meeting this timeframe is not technically feasible, physically impossible to undertake or facilities are not available. Pursuant to the ICA Attach. 6, sect. 3, Table 1, Services). If no Line conditioning is required, then the Service Order shall be completed with 3 days after determining that Line conditioning is not required. The charges for line conditioning are as follows;

**Rate elements and rates applicable to Line Conditioning (Line Pre qualification)
and for Ordering of Service:**

Please refer to Pricing schedule *Attachment 6, Section 3, Table 1*

ORDERING: Service Order charge of \$15.25 per request (up to 7 lines) apply, if the Pre Order charge has been applied, otherwise the standard Service Order charge of \$25.25 per request (max 7 lines) is applicable.

Central Office Connection charge: \$13. 00 is applicable.

Outside Plant Interconnection: \$31.03 if applicable.

Ref. *Attachment 6, Section 3, Table 1*

LOOP QUESTIONNAIRE

CLEC LOOP QUESTIONNAIRE:

This questionnaire must be completed for each loop.

Items 1-10 must be completed by the CLEC. Item 11 will be provided by Gallatin River.

1. Do you have an existing Interconnection Agreement with Gallatin River? Yes ___ No ___
2. Does the loop terminate in equipment collocated in a Gallatin end Office? Yes ___ No ___
3. Specify the CLLI code of the terminating Gallatin end office. _____
4. Please provide details as to the intent of use for the loop, including the industry standard codes indicating the type of service to be deployed. _____
5. Please provide the existing TN at customer address where the loop will terminate. _____
6. Please provide the existing customer address for the location where the loop will terminate. _____
7. Will an existing loop be used for the service? Yes ___ No ___
8. If yes to item 7, please provide copy of signed LOA for removal of dial tone (if applicable).
9. Please provide details of the type, model and manufacturer of the equipment on which the Loop will terminate. _____
10. If the Loop is to be used for enhanced technologies (e.g. ADSL, HDSL, ISDN, etc.), please provide documentation as to the equipment's adherence to T1.417 guidelines.

11. Loop qualification results: _____
All minimum loop requirement information will be provided in keeping with applicable FCC rulings. In some instances the requirement will be non-applicable or can be provided by a special request from the CLEC. The CLEC may request additional loop qualifications and be billed per the ICA.

Composition of available loop material: _____
Existence, location and type of electronic or other equipment on the loop: Examples would be remote concentrators, bridged taps, load coils, pair gain devices, range extenders; _____

Loop length when available: _____
Electrical parameters of the loop if available: _____
Loop conditioning requirements if available: _____

Please submit this loop questionnaire information to Gallatin at email grtcbus@gallatinriver.com or fax to 309-346-1064.

ATTACHMENT 2 " LOCAL SERVICE REQUEST " (LSR)

The Local Service Request form is available and permission to copy can be obtained. (see approval information below). The LSR must be completed in its entirety by a authorized NTS agent and returned to Gallatin River via a e-mail attachment. Gallatin River BSR will review the LSR and if correct process the request and enter the order for services. If there is information missing from the LSR that is required the LSR will be returned with a request for the additional information.

The desired LSR form is available from and can be reproduced only after obtaining the express written permission of the

"Alliance for Telecommunications Industry Solutions" (ATIS).

Permission to reproduce may be obtained by contacting Mike Nichols, OFB

Manager , c/o ATIS 1200 G Street NW. Suite 500 , Washington DC 20005

Telephone number: 202-4348822

Collocation

Floor Space and Rolling Cabinet Details

1. **Host:** Floor space at a Host Switch Collocation site is based on a rate of \$5.00 per square foot utilized.
2. **Remote:** Floor space at a Remote Switch Collocation site is based on a rate of \$7.50 per Square foot utilized. If a Rolling cabinet is located within a Host floor space that is being billed at the square foot rate, there is no charge for the rolling cabinet(s).
3. **Rolling Cabinet:** If a Rolling Cabinet is placed within either a Host or Remote Switch location and the CLEC has no other equipment located at that site, then a Rolling Cabinet of \$7.50 per month, per Sq. Ft. is applicable (4 sq. ft minimum). In addition, any AC Power used will be billed at the applicable rates.

Note: The principle behind the Rolling Cabinet rate element is to enable a CLEC to place the Rolling Cabinet equipment, without having to fully collocate. Once Collocation has occurred, the rolling cabinets can be placed without any charge, because the Per square foot rate element is being applied for the Floor Space occupied by the Rolling Cabinet. AC power charges for the Rolling Cabinets are still applicable.

Bitwise/OmniLec

Gallatin River Communications

4. PERFORMANCE, REPAIR, TESTING AND MAINTENANCE

REPAIR REPORT PROCEDURE

CLEC REQUIREMENTS

- Shall conduct all tests possible to determine that the repair issue needs to be referred to Gallatin River.
- A authorized agent of The CLEC will contact Gallatin River repair (800-238-3705) or the GRC Business Office and provide Gallatin River with all necessary information required to test and repair the circuit or line. This information should include the name, address and circuit number for the trouble reported. **SEE ATTACHMENT 3 "TROUBLE REPORTING FORM"**

GALLATIN RIVER REQUIREMENTS

- Upon receipt of notification from the CLEC, a trouble ticket will be submitted for dispatch to remedy problem.
- Circuit testing will be performed if possible. Gallatin will not test CLEC or CPE equipment. Gallatin will not test or repair beyond the Network Interface Device (NID) unless the customer has an inside wire agreement with Gallatin. All test results will be recorded on the trouble ticket. Charges will be per the ICA
- Dispatch of a technician to resolve a problem would fall within the normal ILEC timeframes for the type of trouble reported. Charges will be per the ICA
- Resolution of the trouble, the time from receipt to clear, and all clearing information will be recorded according to standard practices.
- In the event that the trouble is found to be in customer equipment or was caused by the CLEC this information will be passed to our BSR's for billing. Charges will be per the ICA.
- If Gallatin does bill the CLEC for repair services a copy of the trouble resolution with repair times will be provided to the CLEC.
- New Circuits/Installs: If trouble is found with a new circuit (recently ordered by CLEC), when the CLEC technician is dispatched to install the circuit, GRC shall respond in a timely manner to fix the circuit or to replace the circuit within the same timeframe that it would do for itself.

“ATTACHMENT 3 “TROUBLE REPORTING FORM”

- Prior to contacting GRC Repair the representative from the CLEC should obtain the following information : “See Trouble reporting form”.
- The CLEC representative should give the following information and request a GRC trouble ticket Number to be used as a reference in checking on ticket status.

TROUBLE REPORTING FORM

Circuit Number: _____

Customer Name: _____

Customer Address: _____

Description of the Problem: Ex. Out of service, drops off, static, etc.

Contact Number for Return Call: _____

Truck Rolls & Trouble Testing Guidelines

Overview: From time to time a CLEC may request GRC to undertake testing of certain circuits to determine the specific location of troubles. The application of Truck Roll and Trouble Testing charges shall be governed by the following definitions and or Guidelines;

Trip Charge: This charge will be applied, if GRC is requested to travel to a location for purposes of determining the origin of a trouble. If during the testing, it is determined that the trouble is with GRC's network, facilities or equipment, no charges will be assessed.

Trouble Testing: This charge will be applied if GRC is requested to test a circuit from the GRC CO to qualify the origin of a Trouble as either a CLEC or a GRC trouble. If during the testing, it is determined that the trouble is with GRC's network, facilities or equipment, no charges will be assessed.

Trouble Isolation and Testing: This charge will be applied if GRC is requested to test a circuit from outside the GRC CO (Outside Plant testing) to qualify the origin as either a CLEC or a GRC trouble. If during the testing, it is determined that the trouble is with GRC's network, facilities or equipment, no charges will be assessed.

ISP DS-1 Local Traffic Arrangement

Prerequisites: ISP DS-1 Local Traffic Arrangement is only available as follows;

1. CLEC must be collocated in relevant GRC Exchange area (either at the Host or Remote)
2. ISP- DS-1 Service is only provided to Enhanced Service Providers (ISPs) for use in providing "Dial-up" facilities to ISP subscribers.
3. ISP- DS-1 Service is a one way service, for traffic coming in from GRC local customers and any other LEC customers within the GRC local calling area to the CLEC ISP DS-1 Local Traffic Arrangement. Message Unit credits will not apply with this service.
4. ISP- DS-1 Service includes the "cross connects" from GRC's switch sites to the CLEC interface point.
5. ISP- DS-1 Service includes GRC "dial tone" service.
6. The Monthly Recurring Rate (MRC) includes any required Subscriber Line Charges, but does not include any required State or Federal Universal Service Charges (USF), which shall be applied to the CLEC charges for this service.

Applicable Rates: Please refer to *Attachment 6, Section 4, Table 2 Available Network Elements*. For the following Rate elements (NRC = Non-Recurring Charge);

New subscriber/new service	NRC	\$540.00
Records only Change (existing customer)	NRC	\$125.00
Dial up Service	MRC	Incl'd
DS-1 Loop	MRC	\$360.00

Host - DS-1 and DS-3 Loops

This service is intended to provide relief from standard Special Access Terms & Rates for Collocated CLECs.

This service is for DS-1 & DS-3 Loops, if available, from GRC Host switches to Customer Premise.

Service	DS-1 Rates		DS-3 Rates	
	MRC	NRC	MRC	NRC
Channel Term.	\$100.30	\$125.00	\$ 923.56	\$2,500.00
Channel Mileage Term.	\$ 40.10 *	N/A	\$ 142.38 *	N/A
Channel Mileage Facility (Per Mile)	\$ 16.00 **	N/A	\$ 110.00 **	N/A
Service Order Charge	N/A	\$ 50.00	N/A	\$ 150.00
Interface Connection Charge (Requires Collo)	\$ 25.11	\$ 50.00	\$ 192.53	\$ 250.00
Totals	\$181.51	\$225.00	\$1,368.47	\$2,900.00

* Channel Mileage Term. Charge may not always be applicable These rates are for collocated CLECs, only.
 Please refer to *Attachment 6, Section 4, Table 2 Available Network Elements*