

PART C – ATTACHMENT III

INTERCONNECTION

Section 1. Local Interconnection Trunk Arrangement

1.1 The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on each other's networks as follows:

1.1.1 The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic.

1.1.2 Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Gallatin's network. Upon agreement between CLEC and Gallatin, equal access InterLATA and/or IntraLATA traffic may be combined on the same trunk group as Local Traffic, non-equal access IntraLATA toll traffic, and local transit traffic.

1.1.3 Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 Router.

1.2 Interconnection Point

1.2.1 "Interconnection Point" or "IP" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Gallatin for the local interconnection of their networks.

1.2.2 CLEC will be responsible for engineering and maintaining its network on its side of the IP. Gallatin will be responsible for engineering and maintaining its network on its side of the IP. If and when the parties choose to interconnect at a mid-span meet, CLEC and Gallatin will jointly provision the facilities that connect the two networks. Gallatin will be required to provide fifty (50) percent of the facilities or to its exchange boundary, whichever is less. CLEC will be required to provide fifty (50) percent of the facilities or to Gallatin's exchange boundary, whichever is greater.

Section 2. Signaling

2.1 Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in TR 905 Telcordia Standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for CCS-based features in the interconnection of their networks. The Parties shall use reasonable efforts to adhere to Network Operations Forum (NOF) standards.

2.2 Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Gallatin will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

2.2.1 Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Gallatin an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within 30 days of the Approval Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS extended super frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Gallatin. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Gallatin internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

Section 3. Network Servicing

3.1 Trunk Forecasting:

3.1.1 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make as reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts shall include:

3.1.1.1 Yearly forecasted trunk quantities (which include baseline data that reflect actual tandem and end office Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

3.1.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;

3.1.1.3 Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

3.1.2 Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.

3.1.3 Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.

3.1.4 Trunking can be established to tandems or end offices or a combination of both via two-way trunks. Trunking will be at the DS-01 level, DS-1 level, DS-3/OC-3 level, or higher, as agreed upon by CLEC and Gallatin. Initial trunking will be established between the CLEC switching centers and Gallatin's access tandem(s). The Parties may utilize direct end office trunking depending upon tandem exhaust, traffic volumes, or by mutual agreement.

3.2 Grade of Service

3.2.1 A blocking standard of one percent (.01) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a Gallatin access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Direct end office trunk groups are to be engineered with a blocking standard of one percent (.01).

3.3 Trunk Servicing

3.3.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for local service ordering.

Section 4. Network Management

4.1 Protective Protocols

4.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CLEC and Gallatin will immediately notify each other of any protective control planned or executed.

4.2 Expansive Protocols

4.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

4.3 Mass Calling

4.3.1 CLEC and Gallatin shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

Section 5. Responsibilities Of The Parties

5.1 Gallatin and CLEC agree to treat each other fairly, non-discriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.

5.2 CLEC and Gallatin will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Gallatin and CLEC will work together to begin providing these forecasts within 30 days from the Approval Date. New trunk groups will be implemented as dictated by engineering requirements for either Gallatin or CLEC.

5.3 CLEC and Gallatin shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

5.4 CLEC is responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

5.5 CLEC and Gallatin shall:

5.5.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

5.5.2 Notify each other when there is any change affecting the service requested, including the due date.

5.5.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

5.5.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

5.5.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

5.5.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available 24 hours/7 days a week. Any changes to this contact arrangements must be immediately provided to the other party.

5.5.7 Provide to each other test-line numbers and access to test lines.

5.5.8 Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART C – ATTACHMENT IV

COLLOCATION

Section 1. Introduction

This Attachment sets forth the requirements for Collocation.

Section 2. Technical Requirements

2.1 Gallatin shall provide space, as requested by CLEC, to meet CLEC's need for placement of equipment, interconnection, or provision of service ("Collocated Space") in accordance with this Attachment IV.

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 intraoffice 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 manned 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. Gallatin may place reasonable security restrictions on access by CLEC's employees and designated agents to the Collocated Space in unmanned 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. 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.

2.5 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, 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.

2.9.2 If CLEC's equipment or facilities requires cooling capability in excess of that 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 all ingress and egress of fiber and power cabling to Collocated Spaces.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

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

2.16.1 Work restriction guidelines.

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

2.16.3 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

2.16.4 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.

2.17 CLEC will 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.

2.18 The CLEC may locate environmental safe DC batteries required for the operation of the CLEC equipment at its expense in the Collocation Space.

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 Gallatin will maintain, at CLEC's expense, CLEC's virtually collocated equipment, in a manner equal to that with which it maintains its own equipment. Maintenance includes the change out of electronic cards provided by the CLEC and per the CLEC request.

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 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.

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 insure 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 a license for 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 of Gallatin 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 directives of Gallatin regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, Gallatin's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that CLEC shall not be responsible for putting the Collocation Space in other than its original condition beyond that which would be necessary to return the Collocation Space in its original condition,

2.40.4 All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to CLEC, in or upon the Collocation Space, whether placed there by CLEC or Gallatin, shall be Gallatin's property and shall remain upon or in the Collocation Space, all without compensation, allowance or credit to CLEC; provided, however, that if prior to such termination or within ten (10) days thereafter, Gallatin so directs, CLEC shall promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Collocation Space by CLEC, failing which Gallatin may remove the same, and CLEC shall, upon

demand, pay to Gallatin the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed 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 IV 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 the building. The list will include the social security numbers of all such individuals.
- 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. Technical References

Gallatin shall provide collocation in accordance with the following standards:

- 5.1 National Electrical Code (NEC) use latest issue.
- 5.2 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issuc 2, (Telcordia, January 1989).
- 5.3 TR-EOP-000063 Network Equipment Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988.
- 5.4 TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Rectifiers, Issue1, (Telcordia, May 1985).
- 5.5 TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Telcordia, June 1985).
- 5.6 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).
- 5.7 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2, (Telcordia, July 1992).
- 5.8 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1, (Telcordia, December 1991).
- 5.9 TR-NWT-001275 Central Office Environment Installation/Removal Generic Requirements, Issue 1, January 1993.

PART C – ATTACHMENT V

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.

PART C – ATTACHMENT VI

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 to enable CLEC to provide the same level and quality of service for all unbundled Network Elements at Parity.

2.1.2 Number Administration/Number Reservation

2.1.4.1 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 through unbundled 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, on a per order basis, Gallatin and CLEC will agree on a scheduled conversion time within a designated date. CLEC agrees to compensate Gallatin at the rates set forth in Part C, Attachment I for time spent by Gallatin on coordinated cut over activities, where CLEC is not ready and Gallatin 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.

2.2.2 Intercept Treatment Service Announcements

2.2.2.1 Gallatin shall provide unbranded intercept treatment service announcements to CLEC's subscribers. Gallatin shall provide such treatment announcement in accordance with local tariffs and as provided to similarly situated Gallatin subscribers for all service disconnects or suspensions.

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 with any applicable regulatory Rules and Regulations or government requirements.

2.2.7 Specific Unbundling Requirements

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

2.2.7.2 When CLEC orders Network Elements that are currently connected Gallatin shall ensure such Network Elements remain connected and functional without any disconnection or disruption. This shall be known as Contiguous Network Connection of Network Elements. There shall be no charge for such pre-existing connections.

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 Gallatin shall bill CLEC for each service supplied by Gallatin to CLEC pursuant to this Agreement at the rates set forth in this Agreement.

3.1.2 Subject to the terms of this Agreement, including without limitation Sections 3.1.3 of this Attachment VI, CLEC shall pay Gallatin within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a has been designated a bank holiday payment shall be made the next business day.

3.1.3 Billed amounts which are being investigated, queried, or for which claims have or may be filed shall be handled in accordance with the procedures set forth in Part A Section 21 of this Agreement.

3.1.4 Gallatin will assess late payment charges to CLEC in accordance with the applicable tariff or, if there is not tariff Gallatin will assess a late payment charge equal to the lesser of one and one-half percent (1 ½%) or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.

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

3.1.6 The parties agree to record call information for interconnection in accordance with this Subsection 3.1. 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.

3.1.7 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.

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

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

Section 4. Provision Of Subscriber Usage Data

This Section 4 sets forth the terms and conditions for Gallatin's provision of Recorded Usage Data (as defined in this Attachment VI) to CLEC and for information exchange regarding long distance billing.

4.1 Procedures

4.1.1 General

4.1.1.1 Retention of Records: Gallatin shall maintain record of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. Gallatin shall provide any data back up to CLEC upon request at CLEC's expense.

4.1.1.2 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.

4.1.1.3 Gallatin will record 976/N11 calls and transmit them to the CLEC for billing. Gallatin will not bill these calls to the CLEC's end user.

4.1.1.4 Gallatin shall provide Recorded Usage Data to CLEC locations as agreed to by the Parties.

4.1.1.5 Gallatin shall provide CLEC with a single point of contact and remote identifiers (Ids) for each sending location.

4.1.1.6 CLEC shall provide a single point of contact responsible for receiving usage transmitted by Gallatin and receiving usage tapes from a courier service in the event of a facility outage.

4.1.1.7 Gallatin shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in the Connectivity Billing and Recording Section of this Attachment VI.

4.1.2 Charges

4.1.2.1 Gallatin shall bill for message provisioning, data transmission and for data tape charges.

4.1.3 Central Clearinghouse & Settlement

4.1.3.1 Gallatin and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

4.1.3.2 Gallatin shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

4.1.4 Testing, Changes and Controls

4.1.4.1 The Recorded Usage Data, EMR format, content, and transmission process shall be tested as agreed upon by CLEC and Gallatin.

4.1.4.2 Periodic Review: Control procedures for all usage transferred between Gallatin and CLEC shall require periodic review. This review may be included as part of an Audit of Gallatin by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of

usage between Gallatin and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Gallatin.

4.1.4.3 CLEC Requested Changes:

4.1.4.3.1 CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Gallatin.

4.1.4.3.2 When the negotiated changes are to be implemented, CLEC and/or Gallatin shall arrange for testing of the modified data.

4.2 Information Exchange and Interfaces

4.2.1 Product/Service Specific

4.2.1.1 Gallatin shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support usage sensitive Star Services if these features are part of Gallatin's offering and are provided for Gallatin's subscribers on a per usage basis.

Section 5. General Network Requirements

5.1 Gallatin shall provide repair, maintenance and testing for all unbundled 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 unbundled 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 call 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 Gallatin shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Gallatin shall provide CLEC with the disposition of the trouble.

5.1.7 CLEC shall provide test results to Gallatin, if appropriate, for trouble clearance. In all instances, CLEC shall provide Gallatin with the disposition of the trouble.

5.1.8 If Gallatin initiates trouble-handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, then CLEC's subscriber will bear the cost.

Section 6. Miscellaneous Services and Functions

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 E911 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, pursuant to Sections 8 and 9 of Part A herein, hold Gallatin harmless from any action which may result therefrom.

6.1.1.1 Upon request, 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.