

AT&T Wholesale Agreement

BELLSOUTH® / CLEC Agreement

Customer Name: Telepak, Inc.

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Telepak, Inc. - Amend Add TN SSA Cross Connect	34
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By and Between
BellSouth Telecommunications, Inc.
And
Telepak, Inc.

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
TELEPAK, INC.**

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and Telepak, Inc., ("Carrier") a Mississippi Corporation and shall be deemed effective as of September 1, 2003, (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is an incumbent local exchange carrier authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Mississippi, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996, the Communications Act of 1934, as amended (the "Act") and the rules and regulations of the FCC, and to replace any and all other prior interconnection agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary Traffic is defined as the delivery, pursuant to this Agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier ("LEC") other than BellSouth; a competitive local exchange carrier ("CLEC"); or another telecommunications company such as a CMRS provider other than Carrier

through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier.

D. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in BellSouth's service territory and in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

E. Local Interconnection is defined for purposes of this Agreement as (1) the delivery of Local Traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call, and (2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement or in accordance with applicable law.

F. Non-Local Traffic is defined as all traffic that is not Local Traffic.

G. Percent of Interstate Usage (PIU) is defined as a factor to be applied to that portion of Non-Local Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for "Terminating Party Pays" services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to Terminating Party Pays services.

H. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator is all Local minutes of use. The denominator is the total minutes of use including Local and Non-Local.

I. Point of Interconnection (POI) is defined as the physical geographic location(s), within BellSouth's service area within a LATA, at which the Parties terminate interconnection facilities for the origination and/or termination of traffic. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between BellSouth's network and Carrier's network.

J. Telecommunications Act of 1996 (“Telecom Act”) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

K. Type 1 Interconnection is a trunk side connection between a BellSouth end office and Carrier’s POI and provides the capability to access all BellSouth end offices within the LATA. Type 1 Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

L. Type 2A Interconnection are one-way or two-way facilities that provide a trunk side connection between a BellSouth tandem switch and Carrier’s POI and provides access to all BellSouth end offices and third party providers subtending the BellSouth tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

M. Type 2B Interconnection are one-way or two-way facilities that provide a high usage route between a BellSouth end office and Carrier’s POI and provides access to all BellSouth NXX codes homed in that specific end office and is provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

II. Purpose

The Parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act and the rules and regulations of the FCC.

III. Term of the Agreement

A. The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Mississippi, and Tennessee. The Parties will agree to amend the agreement as necessary to add additional states that Carrier may choose to do business in within the BellSouth territory.

B. The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new interconnection agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”).

C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions, and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement or if the Parties continue beyond the expiration date of this Agreement, to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions, and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

D. If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended.

IV. Methods of Interconnection

A. There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either Party by the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

B. The Parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a

minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a Party interconnects via the purchase of facilities and/or services from the other Party, the appropriate intrastate tariff, as amended from time to time will apply. In the event such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the Parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate. Collocation arrangements may not be utilized to access Unbundled Network Elements, except as permitted by applicable law.

D. The Parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each Party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

E. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either Party for termination on the other Party's network.

F. When the Parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each Party will provide its own access services to the IXC. If access charges are billed, each Party will bill its own access service rates to the IXC.

G. The ordering and provisioning of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

V. Interconnection Trunk Group Options

A. One-Way Trunk Group Arrangement

If Carrier chooses a one-way trunking arrangement with BellSouth, the following will apply:

BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory, and Carrier will provide or bear the cost of one-way trunk group(s) for the delivery of Carrier's originated Local Traffic and for the receipt and delivery of Intermediary Traffic to each BellSouth access tandem and end office at which the Parties interconnect.

B. Two-Way Trunk Group Arrangement

If Carrier chooses a two-way trunking arrangement with BellSouth, the following will apply:

BellSouth and Carrier will share the cost of the two-way trunk group carrying both Parties traffic proportionally. BellSouth will bear the cost of the two-way trunk group for the proportion of the facility utilized for the delivery of BellSouth originated Local Traffic to Carrier's POI within BellSouth's service territory (calculated based on the number of minutes of traffic identified as BellSouth's divided by the total minutes of use on the facility), and Carrier will provide or bear the cost of the two-way trunk group for all other traffic, including Intermediary traffic.

C. Combination Trunk Group Arrangement

If Carrier chooses a combination trunk group arrangement, the following will apply:

Carrier will provide or bear the cost of the two-way trunk group for the delivery of all CMRS originated Local Traffic and also the delivery and receipt of Intermediary Traffic. BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory.

VI. Compensation and Billing

A. Compensation

1. Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B-1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

2. Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of that facility up to the POI.

3. If Carrier is unable to determine the amount of BellSouth originated Local Traffic terminated to Carrier over two-way multi-use facilities, BellSouth will provide to Carrier, upon Carrier's written request to the Local Interconnection Service Center (LISC), on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used to bill BellSouth for the BellSouth Local Traffic for the following quarter.

4. The Parties agree to share proportionately in the recurring costs of two-way interconnection facilities.

a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior months undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated traffic.

1. On some occasions Carrier may choose to purchase facilities from a third party. In the event that the purchase of facilities involves the establishment of new trunking arrangements to any BellSouth tandem/end office after the Effective Date of this Agreement, Carrier agrees to give BellSouth sixty (60) days notice prior to the purchase or construction of the facilities, in order to permit BellSouth the option of providing one-way trunking, if, in its sole discretion BellSouth believes one-way trunking to be a preferable option to third party provided facilities. Such notice shall be sent pursuant to Section XXIX. In the event BellSouth determines that one-way trunking is a preferable option to the new third party provided trunking facilities, BellSouth will give Carrier written notice of its intent to utilize one-way trunking within 10 business days of BellSouth's receipt of Carrier's notice. In the event BellSouth fails to give Carrier notice of its intent to utilize one-way trunking within the time frame set forth in the previous sentence, the new trunking facilities will be deemed accepted by BellSouth. Carrier will apply the BellSouth originated percent against the total cost of the two-way interconnection facility billed by the third party to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost utilized by BellSouth. Two-way physical interconnection arrangements utilizing a third-party provided facility shall remain in place until such time as BellSouth provides notice to Carrier that one-way trunking or

another method is preferable. Upon receipt of such notice, the Parties shall agree on a mutually convenient time to convert such two-way physical interconnection arrangements, which shall not be more than sixty (60) days after receipt of such notice from BellSouth, unless otherwise mutually agreed to by the Parties.

2. For pre-existing two-way physical interconnection arrangements utilizing a third-party provided facility, Carrier shall bill BellSouth in accordance with 4.A.1 above for the use of such facilities from the Effective Date of this Agreement forward. Nothing herein shall affect either Party's position with respect to billing for such facilities under a prior agreement for the period prior to the Effective Date of this Agreement. Pre-existing two-way physical interconnection arrangements utilizing a third-party provided facility shall remain in place until such time as BellSouth provides notice to Carrier that one-way trunking or another method is preferable. Upon receipt of such notice, the Parties shall agree on a mutually convenient time to convert such two-way physical interconnection arrangements, which shall not be more than sixty (60) days after receipt of such notice from BellSouth, unless otherwise mutually agreed to by the Parties.

b. For two-way interconnection facilities purchased from BellSouth by Carrier, BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the total two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost for the facilities utilized by BellSouth.

5. The exchange of the Parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Billing

1. The charges for Local Interconnection are to be billed monthly and paid within thirty (30) days. Usage charges will be billed in arrears.

2. Charges for terminating traffic will be the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to

receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

3. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either Party for termination on the other Party's network.

4. Billing disputes shall be handled pursuant to the terms of this section.

a. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

c. If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor. The Parties shall assess

interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

5. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either Party.

6. Deposit Policy. When purchasing services from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or any other form of security that is mutually agreed upon. Any such security deposit shall in no way release Carrier from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to Carrier may be terminated and any security deposits will be applied to Carrier's account(s). If the Parties are unable to agree on a deposit within thirty days of Carrier's receipt of BellSouth's request for a deposit, either Party may petition one Commission, to be mutually agreed upon, for resolution of the dispute. If the Parties cannot agree on one Commission to resolve the deposit dispute, then petitions will be filed in each state wherein Carrier does business with BellSouth. Carrier may toll the 30 day period herein by filing a petition for resolution of the deposit dispute with the Mississippi Public Service Commission. If the Parties thereafter do not agree to have one Commission (in this instance the Mississippi Public Service Commission) resolve the deposit dispute, then additional petitions shall be filed as soon as reasonably possible with each state wherein Carrier does business with BellSouth. In the event the dispute is not submitted to a Commission within the aforementioned thirty days, and Carrier fails to remit to BellSouth any deposit requested pursuant to this section, service to Carrier may be terminated in accordance with

the terms of this section, and any security deposits will be applied to Carrier's account(s). If, however, either Party exercises its right to petition a Commission for resolution of a dispute regarding a deposit pursuant to this section, then the deposit dispute will be held in abeyance pending a determination by the Commission, and service will not be terminated unless and until the Commission renders its final order in favor of BellSouth, and Carrier fails to pay any deposit that it is required to pay in accordance with the terms of such final order.

VII. Non-Local Traffic Interconnection

A. The delivery of Non-Local Traffic by a Party to the other Party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other Party's network, each Party will pay either the access charges described in paragraph (B) hereunder or the Non-Local Intermediary Charges described in paragraph (C) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each Party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

C. If Non-Local Intermediary Traffic originated by Carrier is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then BST will bill Carrier and Carrier shall pay a \$.002 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BST may be obligated to pay to the Nonparty Carrier (collectively called "Non-Local Intermediary Charges"). The charges that BellSouth may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit what percentage of the Non-Local Traffic delivered to BellSouth by Carrier shall be subject to Non-Local Intermediary Charges. BellSouth shall not deliver traffic to Carrier that is destined for the network of a nonparty telecommunications carrier, and thus none of the Non-Local Traffic delivered to Carrier by BellSouth shall be subject to the Non-Local Intermediary Charges. However, in the event that circumstances change and BellSouth does begin to originate and deliver Intermediary Traffic to Carrier, the Parties agree to negotiate a mutually acceptable amendment to this Agreement to provide for compensation to Carrier from BellSouth for the delivery of said Intermediary Traffic by Carrier. Also, Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic, as BellSouth is not obligated to pay Carrier for such traffic. In addition, traffic

received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic.

D. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties. If actual traffic measurements are not available, then the following percents shall be used as default billing percents.

Carrier originated traffic to BellSouth

Local Traffic - 80%

Non-Local InterMTA InterState Traffic- 2.5%

Non-Local InterMTA IntraState Traffic- 2.5%

Non-Local Intermediary Only Traffic- 5%

Non-Local Intermediary Plus Cost Traffic - 10%

BellSouth originated traffic to Carrier

Local Traffic - 95%

Non-Local InterMTA InterState Traffic - 2.5%

Non-Local InterMTA IntraState Traffic - 2.5%

VIII. Provision of Network Elements

To the extent required by the Commission or the FCC, BellSouth shall, upon request of Carrier, negotiate an amendment to this Agreement to incorporate rates, terms and conditions for such elements.

IX. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provision Center.

X. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both Parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may

be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of “911-like” service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or FCC or Commission mandated technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

XI. Access to Telephone Numbers

Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

XII. Local Number Portability

The Permanent Number Portability (“PNP”) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth will provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

XIII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases at BellSouth’s published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the parties’ signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier’s end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

XIV. Network Design and Management

A. The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will comply with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations, as amended, when providing public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

D. Interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the Parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

E. The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the Parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both Parties.

G. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each Party to bill properly.

XV. Auditing Procedures

Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The Parties will retain records of call detail for a minimum of nine months from which the PLU, the percent Intermediary Traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

XVI. Liability and Indemnification

A. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION XVI, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

B. Neither Party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service under this Agreement, nor shall either Party hold liable any other telecommunications company providing a portion of a service under this Agreement for any act or omission of BellSouth or Carrier.

C. Neither Party is liable for damages to the other Party's terminal location, (the POI), nor any customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a Party's gross or willful negligence or intentional misconduct.

D. Each Party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the other Party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other Party's own communications; 2) Claims for patent infringement arising from

combining or using the service furnished by either Party in connection with facilities or equipment furnished by either Party or either Party's customer; 3) any claim, loss, or damage claimed by a customer of either Party arising from services provided by the other Party under this Agreement; or 4) all other claims arising out of an act or omission of the other Party in the course of using services provided pursuant to this Agreement. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed. As a condition to the indemnification obligations set forth above, the Party seeking indemnity (the "Indemnified Party") shall give the Party from which it seeks indemnity (the "Indemnifying Party") reasonable notice and opportunity to defend any claim for which indemnity is sought. Upon tender of a claim to the Indemnifying Party, the Indemnifying Party shall have the right to control the defense and any settlement of such claim as it sees fit in its sole discretion. The Indemnified Party shall cooperate fully with the Indemnifying Party in connection with its defense of any such claim.

E. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

F. Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

G. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement. As a condition to the indemnification obligations set forth above, the Party seeking indemnity (the "Indemnified Party") shall give the Party from which it seeks indemnity (the "Indemnifying Party") reasonable notice and opportunity to defend any claim for which indemnity is sought. Upon tender of a claim to the Indemnifying Party, the Indemnifying Party shall have the right to control the defense and any settlement of such claim as it sees fit in its sole discretion. The Indemnified Party shall cooperate fully with the Indemnifying Party in connection with its defense of any such claim.

H. Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

I. Notwithstanding any other provision of this Agreement claims for damages by BellSouth or any other person or entity resulting from the gross negligence or willful misconduct of Carrier shall not be subject to such limitation of liability.

J. Neither Party assumes liability for the accuracy of the data provided to it by the other Party.

K. No license under patents (other than the limited license to use) is granted by either Party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

L. Each Party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God, acts or the threat of terrorism, and other circumstances beyond their reasonable control.

M. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

N. The obligations of the Parties contained within this section shall survive the expiration of this Agreement.

XVII. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The portions of the adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

B. If either Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of such Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

C. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

D. Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Act and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section XX.

XVIII. Taxes and Fees

A. Definition: For purposes of this section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.

1. Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

C. Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.

1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party shall have the right, at its own expense, to contest the same in good faith, in its own

name or on the providing party's behalf. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the providing Party's behalf, of any such tax or fee that it determines to have paid in error, and the purchasing Party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.

1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents

between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing Party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional

information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XIX. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

G. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

XX. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the Parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved within thirty (30) days, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXI. Waivers

Any failure or delay by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXII. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party or one or more of its Lenders (assuming Lenders comply with all Legal and Regulatory requirements) without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation

hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

XXIII. Amendment

This Agreement may not be amended in any way except upon written consent of the Parties.

XXIV. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.

XXV. Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive expiration or termination thereof.

XXVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which telecommunications services are provided, without regard to its conflict of laws principles, and the Act as amended by the Telecom Act.

XXVII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVIII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the

filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier.

XXIX. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless " Attorney

Telepak, Inc.
125 S. Congress St., Suite 1100
Jackson, Mississippi 39201
Attn: President

With a copy to:
Randy Ham-Assistant Director

3535 Colonnade Pkwy., Room NW1A
Birmingham, Alabama 35243

With a copy to:
Brunini, Grantham, Grower &
Hewes, PLLC
248 E. Capitol, Suite 1400
Jackson, Mississippi 39201
Attn: Charles L. McBride, Jr.

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

XXX. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

XXXI. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

XXXII. Entire Agreement

This Agreement and its Attachments, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreement between the Parties shall be governed by the term of this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.

By: signature on file

Name: Randy J. Ham

Title: Assistant Director –
Wireless Interconnection

Date: 9/11/03

Telepak, Inc.

By: signature on file

Name: Tony Kent

Title: V.P.

Date: 9/4/03

Attachment A

Affiliates

None

Attachment B-1**CMRS Local Interconnection Rates**
(All rates are Per Minute of Use)

Effective Date through June 14, 2003

Type 1 (End Office Switched)	\$.0010
Type 2A (Tandem Switched)	\$.0010
Type 2B (Dedicated End Office)	\$.0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$.0007
Type 2A (Tandem Switched)	\$.0007
Type 2B (Dedicated End Office)	\$.0007

Attachment B-1**Type 1, Type 2A, & 2B Mobile To Land Trunk Usage**

(All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth Carrier Type 1, Type 2A, and Carrier Type 2B trunks, which terminate at BellSouth tandems (Local or Access) and/or BellSouth end offices, without recording capability, may be billed in either of two ways. CMRS providers may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a company prescribed format to be used for billing purposes. Carrier provided traffic data will be billed at the rates prescribed in this attachment. If the Carrier chooses to provide traffic data, then the detail level provided must be in accordance with BellSouth requirements. Traffic data must be provided no more than thirty (30) days in arrears from the close of the normal billing cycle. If the traffic data is not received in the BellSouth prescribed format in the specified time period, the surrogate usage rate will be applied. Surrogate Usage for IntraMTA mobile originated traffic, which terminates in BellSouth's local service area, shall be billed at a per voice grade trunk level rate as follows:

	Type 1	TYPE 2A	Type 2B
All BellSouth States			
Effective Date			
Thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003			
Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10

**FIRST AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
TELEPAK, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 1, 2003**

Pursuant to this Agreement, (the "Amendment") Telepak, Inc. and BellSouth Telecommunications, Inc., hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 1, 2003, to be effective the date of the last signature executing the Amendment.

WHEREAS, the Parties have entered into a Special Service Arrangement whereby Telepak, Inc. will purchase BellSouth tariffed services pursuant to a Special Service Arrangement Agreement effective July 23, 2002;

WHEREAS, the Parties desire to amend the Interconnection Agreement to incorporate Special Service Arrangement Agreements for the state of Tennessee as an attachment to the Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The existing Interconnection Agreement is hereby amended to add the Special Service Arrangement Agreements, TN02-7744-01, as Attachment C, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Interconnection Agreement, dated September 1, 2003, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

07/29/99

Signature Page
CMRS0068

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

Telepak, Inc.

By: By: 

Name: Randy J. Ham

Name: TONY KENT

Assistant Director,

Title: VP of Engineering & Network Operations

Title: Wireless Interconnection

Date: 1-27-05

Date: 1-27-2005

Attachment C

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-7744-01

This Special Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and TelePak Inc. ("Customer" or "Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

CONTAINS CONFIDENTIAL AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 7

Customer Initials

Date

JHS
5-30-02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-7744-01

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
2812 Woodcock BLVD
Columbus, GA 30341

Subscriber
T-10Pac Inc.
141 S Congress St, Ste 1100
Jackson, MS 39201

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 7

Customer Initials

Date

JHS

5-30-02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-7744-01

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

PRIVATE/PROPRIETARY

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BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 7

Customer Initials

Date

JHS
5-30-02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN02-7744-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 8/15/2002.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides physical cross connect(s) from TelePak Inc. to TelePak Networks collocation space for DSL service allowing connectivity from BellSouth to a TelePak provisioned service.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
TelePak Inc.By: Janie H. Sheeton
Authorized SignaturePrinted Name: JANIE H. SHEETONTitle: Dir. Network OpsDate: 5-30-02

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: Elina Rodriguez
Authorized SignaturePrinted Name: Elina RodriguezTitle: Assistant Vice PresidentDate: 7-23-02

PRIVATE/PROPRIETARY

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Page 4 of 7

Customer Initials

Date

JHS
5-30-02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-7744-01

Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Contract Preparation Charge	\$407.00	\$0.00	WGGVF
2. Physical Collocation DS1 Cross-Connect DS-1 Circuit Connection to DSX. - Per circuit (Like USOC PE(P))	\$155.00	GP \$8.00	WBBPF

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 5 of 7

Customer Initials

Date

JHS
5-30-02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN02-7744-01
Option 1 of 1**RATES AND CHARGES****NOTES:**

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

This Special Service Arrangement must be approved by the Tennessee Regulatory Authority (TRA).

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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Page 6 of 7

Customer Initials

Date

JHS
5-30-02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-7744-01

Option 1 of 1

Attachment 1

1. Customer and BellSouth agree that the Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in the Notes section of the Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Notes section of the Agreement, or (B) six percent (6%) of the total Agreement amount, or twenty-four percent (24%) of the average annual revenue for an Agreement with a term longer than four (4) years. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.

2. In the event that the Customer terminates this Agreement without cause prior to the expiration of this Agreement, the Customer shall pay a termination charge as specified in Attachment 1, Paragraph 1 above of this Agreement. The Customer may request a calculation of the termination charge at any time during the term of this Agreement. Based on the information available at the start of this Agreement, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$0.00. In any event, the estimated termination liability charge will not exceed this amount.

Should the Customer elect to terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Attachment 1, Paragraph 1 above and based on information available at the time of termination.

3. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7.(b), Customer may not assign its rights or obligations under this Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 7

Customer Initials

Date

JHS
5-30-02

**SECOND AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
TELEPAK, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 1, 2003**


Pursuant to this Agreement, (the "Amendment") Telepak, Inc. and BellSouth Telecommunications, Inc., hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 1, 2003.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Telepak, Inc. has changed the name of said business to ***Cellular South, Inc.***, a Mississippi Corporation. The Interconnection Agreement is hereby amended to reflect the name change.
2. The Parties agree to add Attachment A attached hereto as Exhibit 1 and incorporated herein by this reference.
3. All of the other provisions of the Interconnection Agreement, dated September 1, 2003 shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: 

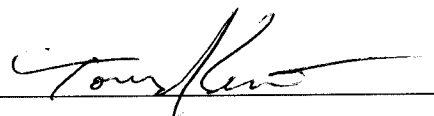
Name: Randy J. Ham

Assistant Director,

Title: Wireless Interconnection

Date: 5/7/05

Cellular South, Inc.

By: 

Name: Tony Kent

Title: VP Network Ops

Date: 5/5/05

Attachment A

AFFILIATES

LICENSE HOLDER(S)

CORPORATE ENTITIES

ATTACHMENT A

Cellular South Licenses, Inc.

**AMENDMENT TO THE AGREEMENT
BETWEEN
CELLULAR SOUTH, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T MISSISSIPPI**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi ("AT&T Mississippi") and Cellular South, Inc. ("Carrier"). AT&T Mississippi and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Mississippi and Carrier are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated September 1, 2003 and as subsequently amended (the "Agreement"); and

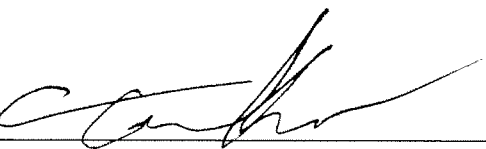
NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to add Attachment-Structure Access attached hereto and incorporated by this reference.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

AMENDMENT – CELLULAR SOUTH/STRUCTURE ACCESS/AT&T-MISSISSIPPI
SIGNATURE PAGE 1 OF 1
CELLULAR SOUTH
VERSION – 05/05/09

Cellular South, Inc.

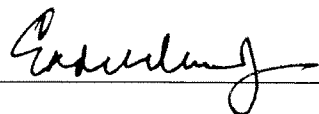
BellSouth Telecommunications Inc, d/b/a AT&T
Mississippi by AT&T Operations, Inc., its authorized
agent

By: 

Name: Tony Kent

Title: Chief Technology Officer

Date: 11-11-09

By: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 11-12-09

00854572

ATTACHMENT - STRUCTURE ACCESS

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1.0 Introduction

- 1.1 This Attachment-Structure Access (here-on referred to as “Appendix”) sets forth the terms and conditions for Right(s) of Way (ROW), Conduits and Poles provided by AT&T-MISSISSIPPI and WSP.

2.0 Definitions

- 2.1 “Anchor” means a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by AT&T-MISSISSIPPI, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 2.2 “Anchor/Guy Strand” means supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.
- 2.3 “Application” means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for AT&T-MISSISSIPPI-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) 100 consecutive Poles or 2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 2.4 “Assigned” when used with respect to Conduit or Duct space or Poles, means any space in such Conduit or Duct or on such Pole that is occupied by a Telecommunications Service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a Telecommunications Service provider must be physically occupied by the service provider, be it AT&T-MISSISSIPPI or a new entrant, within twelve (12) months of the space being Assigned.
- 2.5 “Attachment(s)” as used herein means the physical connection to AT&T-MISSISSIPPI's ROW and all associated Structure Access connectivity.
- 2.6 “Attaching Party” means any Party wishing to make a physical Facility Attachment on or in any AT&T-MISSISSIPPI structure.
- 2.7 “Authorized Contractor” means any contractor included on a list of contractors mutually approved by Attaching Party and AT&T-MISSISSIPPI and who subject to Attaching Party's direction and control, and subject to the requirements and policies of each state, perform Facilities modification or Make-Ready Work which would ordinarily be performed by AT&T-MISSISSIPPI or persons acting on AT&T-MISSISSIPPI's behalf as more specifically detailed in Section 14.1.2 below.
- 2.8 “Available” when used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 2.9 “Conduit” means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 2.10 “Conduit Occupancy” means the presence of wire, cable, optical conductors, or other Facilities within any portion of AT&T-MISSISSIPPI's Conduit System.
- 2.11 “Conduit System” means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Appendix, the term refers to Conduit Systems owned or controlled by AT&T-MISSISSIPPI.
- 2.12 “Cost” means the charges made by AT&T-MISSISSIPPI to WSP for specific work performed, and shall be (a) the actual charges made by subcontractors to AT&T-MISSISSIPPI for work and/or, (b) if the work was performed by AT&T-MISSISSIPPI employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.
-

- 2.13 "Duct(s)" means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Appendix, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.
- 2.14 "Facilities" refer to any property or equipment used in the provision of Telecommunications Services.
- 2.15 "Handholes" means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining Facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 2.16 "Inner-Duct" means a pathway created by subdividing a Duct into smaller channels.
- 2.17 "Joint User" means a public utility which has entered into an Agreement with AT&T-MISSISSIPPI providing reciprocal rights of attachment of Facilities owned by each Party to the Poles, Ducts, Conduits and ROW owned by the other Party.
- 2.18 "Joint Use Pole" means a pole not owned by AT&T-MISSISSIPPI, but upon which AT&T-MISSISSIPPI maintains its Facilities.
- 2.19 "Lashing" means an attachment of a WSP's Sheath or Inner-Duct to a supporting strand.
- 2.20 "License" means any License issued pursuant to this Appendix and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by AT&T-MISSISSIPPI.
- 2.21 "Make-Ready Work" means to all work performed or to be performed to prepare AT&T-MISSISSIPPI's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of WSP's Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate WSP's Facilities and not to meet AT&T-MISSISSIPPI's business needs or convenience. Make-Ready Work may require "dig ups" of existing Facilities and may include the repair, enlargement or modification of AT&T-MISSISSIPPI's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of WSP's Facilities.
- 2.22 "Manhole(s)" means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 2.23 "Occupancy" means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.
- 2.24 "Overlashing" means an attacher tying communication conductors to existing, supportive strands of cable on Poles, which enables attachers to replace deteriorated cables or expand the capacity of existing Facilities while reducing construction disruption and associated expense.
- 2.25 "Pole(s)" means both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T-MISSISSIPPI, and does not include utility Poles or Anchors with respect to which AT&T-MISSISSIPPI has no legal authority to permit Attachments by other persons or entities.
- 2.26 "Periodic Inspections" means inspections that are planned and scheduled by AT&T-MISSISSIPPI, for the purpose of inspecting the Facilities of WSPs attached to AT&T-MISSISSIPPI structure, (e.g., Poles, Conduits, and Rights-of-Way).
- 2.27 "Pole Attachment Act" and "Pole Attachment Act of 1978" means those provisions of the Act, as amended, now codified as 47 U.S.C. § 224.
- 2.28 "Pre-License Survey" means all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate WSP's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate WSP's Facilities.
-

- 2.29 "Right(s) of Way (ROW)" means the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 2.30 "Sheath" or "Sheathing" means an outer covering containing communications wires, fibers, or other communications media.
- 2.31 "Spare Capacity" means any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for Attachment/Occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by AT&T-MISSISSIPPI, WSP, or a Third Party for maintenance, repair, or emergency restoration.
- 2.32 "Spot Inspections" mean spontaneous inspections done by AT&T-MISSISSIPPI, initiated at AT&T-MISSISSIPPI's discretion for the purpose of ensuring safety and compliance with AT&T-MISSISSIPPI standards.
- 2.33 "WSP" ("Wireless Service Provider") means the CMRS provider that is a Party to this Agreement.

3.0 General Provisions

3.1 Undertaking of AT&T-MISSISSIPPI:

- 3.1.1 AT&T-MISSISSIPPI shall provide WSP with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and ROW on terms and conditions equal to those provided by AT&T-MISSISSIPPI to itself or to any other Telecommunications Service provider. Further, AT&T-MISSISSIPPI shall not withhold or delay assignment of such Facilities to WSP because of the potential or forecasted needs of itself or Third Parties.

3.2 Attachments and Occupancies Authorized by this Appendix:

- 3.2.1 AT&T-MISSISSIPPI shall issue one or more Licenses to WSP authorizing WSP to attach Facilities to AT&T-MISSISSIPPI owned or controlled Poles and to place Facilities within AT&T-MISSISSIPPI's owned or controlled Conduits, Ducts or ROW under the terms and conditions set forth in this Appendix and the Act.
- 3.2.2 Unless otherwise provided herein, authority to attach Facilities to AT&T-MISSISSIPPI's owned or controlled Poles, to place Facilities within AT&T-MISSISSIPPI's owned or controlled Conduits, Ducts or ROW shall be granted only in individual Licenses granted under this Appendix and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Appendix.
- 3.2.3 WSP agrees that its Attachment of Facilities to AT&T-MISSISSIPPI's owned or controlled Poles, Occupancy of AT&T-MISSISSIPPI's owned or controlled Conduits, Ducts or ROW shall take place pursuant to the licensing procedures set forth herein, and AT&T-MISSISSIPPI agrees that it shall not unreasonably withhold or delay issuance of such Licenses.
- 3.2.4 WSP may not sublease or otherwise authorize any Third Party to use any part of the AT&T-MISSISSIPPI Facilities licensed to WSP under this Appendix, except that WSP may lease its own Facilities to Third Parties, or allow Affiliates to over lash cables to WSP cables. Notwithstanding the above, upon Notice to AT&T-MISSISSIPPI, WSP may permit Third Parties who have an Agreement with AT&T-MISSISSIPPI to over lash to existing WSP Attachments in accordance with the terms and conditions of such Third Party's Agreement with AT&T-MISSISSIPPI.
- 3.2.5 AT&T-MISSISSIPPI WSP warrants that any Overlashing the Attaching Party conducts or permits (via a Third Party or contractor) shall meet the following requirements: (1) the Overlashing complies with the NESC and any other industry standards; (2) the WSP has computed the pole loading with the additional overlashed Facility, and the Pole will not be overloaded with the addition of the overlashed Facility; (3) the WSP has determined that no Make-Ready Work is necessary to accommodate the Overlashed Facility, or

will insure that any Make-Ready Work necessary will be conducted before the overloading occurs. WSP agrees to indemnify AT&T should any of the warranties be breached.

3.3 Licenses:

3.3.1 Subject to the terms and conditions set forth in this Appendix, AT&T-MISSISSIPPI shall issue to WSP one or more Licenses per state authorizing WSP to place or attach Facilities in or to specified Poles, Conduits, Ducts or ROW owned or controlled by AT&T-MISSISSIPPI located within the state on a first come, first served basis. AT&T-MISSISSIPPI may deny a License Application if AT&T-MISSISSIPPI determines that the Pole, Conduit or Duct space specifically requested by WSP is necessary to meet AT&T-MISSISSIPPI's present needs, or is Licensed by AT&T-MISSISSIPPI to another WSP, or is otherwise unavailable based on engineering concerns. AT&T-MISSISSIPPI shall provide written Notice to WSP within a reasonable time specifying in detail the reasons for denying WSP's request. AT&T-MISSISSIPPI shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which WSP's Facilities will enter and exit AT&T-MISSISSIPPI's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by AT&T-MISSISSIPPI to occupy the Conduit System.

3.4 Access and Use of ROW:

3.4.1 AT&T-MISSISSIPPI acknowledges that it is required by the Act to afford WSP access to and use of all associated ROW to any sites where AT&T-MISSISSIPPI's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of AT&T-MISSISSIPPI's owned or controlled Conduit Systems are located.

3.4.2 AT&T-MISSISSIPPI shall provide WSP with access to and use of such ROW to the same extent and for the same purposes that AT&T-MISSISSIPPI may access or use such ROW, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole Attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which AT&T-MISSISSIPPI holds such rights expressly or impliedly grants AT&T-MISSISSIPPI the right to provide such rights to others.

3.4.3 Where AT&T-MISSISSIPPI notifies WSP that AT&T-MISSISSIPPI's Agreement with a Third Party does not expressly or impliedly grant AT&T-MISSISSIPPI the ability to provide such access and use rights to others, upon WSP's request, AT&T-MISSISSIPPI will use its best efforts to obtain the owner's consent and to otherwise secure such rights for WSP. WSP agrees to reimburse AT&T-MISSISSIPPI for the reasonable and demonstrable Costs incurred by AT&T-MISSISSIPPI in obtaining such rights for WSP.

3.4.4 In cases where a Third Party agreement does not grant AT&T-MISSISSIPPI the right to provide access and use rights to others as contemplated in Section 3.4.2 above and AT&T-MISSISSIPPI, despite its best efforts, is unable to secure such access and use rights for WSP in accordance with Section 3.4.3 above, or, in the case where WSP elects not to invoke its rights under Section 3.4.2 above or Section 3.4.3 above, WSP shall be responsible for obtaining such permission to access and use such ROW. AT&T-MISSISSIPPI shall cooperate with WSP in obtaining such permission and shall not prevent or delay any Third Party assignment of ROWs to WSP.

3.4.5 Where AT&T-MISSISSIPPI has any ownership or ROW to buildings or building complexes, or within buildings or building complexes, AT&T-MISSISSIPPI shall offer to WSP through a License or other attachment:

3.4.5.1 The right to use any available space owned or controlled by AT&T-MISSISSIPPI in the building or building complex to install WSP equipment and Facilities; and

3.4.5.2 Ingress and egress to such space.

3.4.6 Except to the extent necessary to meet the requirements of the Act, neither this Appendix nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private ROW, and nothing contained in this Appendix or in any License granted hereunder shall

be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private ROW.

3.5 No Effect on AT&T-MISSISSIPPI's Right to Convey Property:

3.5.1 Nothing contained in this Appendix or in any License issued hereunder shall in any way affect the right of AT&T-MISSISSIPPI to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which WSP has attached or placed Facilities pursuant to Licenses issued under this Appendix provided however that AT&T-MISSISSIPPI shall give WSP reasonable advance written Notice of such intent to convey.

3.5.2 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to WSP. AT&T-MISSISSIPPI shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Appendix and WSP's rights hereunder.

3.6 No Effect on AT&T-MISSISSIPPI's Rights to Manage its Own Facilities:

3.6.1 This Appendix shall not be construed as limiting or interfering with AT&T-MISSISSIPPI's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.6.1.1 To locate, relocate, move, replace, modify, maintain, and operate AT&T-MISSISSIPPI's own Facilities within AT&T-MISSISSIPPI's Conduits, Ducts or ROW or any of AT&T-MISSISSIPPI's Facilities attached to AT&T-MISSISSIPPI's Poles at any time and in any reasonable manner which AT&T-MISSISSIPPI deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.6.1.2 enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in AT&T-MISSISSIPPI's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not substantially interfere with WSP's Pole Attachment, Conduit Occupancy or ROW use rights provided by Licenses issued pursuant to this Appendix.

3.7 No Effect on WSP's Rights to Manage its Own Facilities:

3.7.1 This Appendix shall not be construed as limiting or interfering with WSP's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.7.1.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within AT&T-MISSISSIPPI's Conduits, Ducts or ROW or its Facilities attached to AT&T-MISSISSIPPI's Poles at any time and in any reasonable manner which WSP deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.7.1.2 To enter into new agreements or arrangements with other persons or entities permitting WSP to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or ROW; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not conflict with WSP's obligations under Licenses issued pursuant to this Appendix.

3.8 No Right to Interfere with Facilities of Others:

3.8.1 The provisions of this Appendix or any License issued hereunder shall not be construed as authorizing either Party to this Appendix to rearrange or interfere in any way with any of the other Party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other

party or such other persons or entities, except to the extent expressly provided by the provisions of this Appendix or any License issued hereunder or by the Act or other applicable laws, rules or regulations.

3.8.2 WSP acknowledges that the Facilities of persons or entities other than AT&T-MISSISSIPPI and WSP may be attached to or occupy AT&T-MISSISSIPPI's Poles, Conduits, Ducts and ROW.

3.8.3 AT&T-MISSISSIPPI shall not attach, or give permission to any Third Parties to attach Facilities to, existing WSP Facilities without WSP's prior written consent. If AT&T-MISSISSIPPI becomes aware of any such unauthorized Attachment to WSP Facilities, AT&T-MISSISSIPPI shall use its best efforts to rectify the situation as soon as practicable.

3.8.4 With respect to Facilities occupied by WSP or the subject of an Application for Attachment by WSP, AT&T-MISSISSIPPI will give to WSP sixty (60) calendar days written Notice for Conduit extensions or reinforcements, sixty (60) calendar days written Notice for Pole line extensions, sixty (60) calendar days written Notice for Pole replacements, and sixty (60) calendar days written Notice of AT&T-MISSISSIPPI's intention to construct, reconstruct, expand or place such Facilities or of AT&T-MISSISSIPPI's intention not to maintain or use any existing Facility.

3.8.4.1 Where AT&T-MISSISSIPPI elects to abandon or remove AT&T-MISSISSIPPI Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate agreement with AT&T-MISSISSIPPI to transfer (purchase Attachment) ownership from AT&T-MISSISSIPPI to that existing occupant, subject to then-existing Licenses pertaining to such Facilities. If none of the existing occupants elect to maintain such Facilities, all occupants will be required to remove their existing Facilities within ninety (90) calendar days of written Notice from AT&T-MISSISSIPPI.

3.8.4.2 If an emergency or provisions of an applicable joint use agreement require AT&T-MISSISSIPPI to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by WSP or the subject of an Application for Attachment by WSP, AT&T-MISSISSIPPI will notify WSP as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable WSP, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of WSP.

3.8.5 Upon request and at WSP's expense, AT&T-MISSISSIPPI shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. AT&T-MISSISSIPPI retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, AT&T-MISSISSIPPI reserves the right to remove retired cables and is under no obligation to allow WSP the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

3.9 Assignment of Space:

3.9.1 Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by AT&T-MISSISSIPPI on an equal basis to AT&T-MISSISSIPPI, WSP and other Telecommunication Service providers.

4.0 Requirements and Specifications

4.1 Industry recognized standards are incorporated below by reference. WSP agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

4.1.1 The Blue Book Manual of Construction Procedures, Special Report SR TAP 001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

4.1.2 The National Electrical Code (NEC); and

4.1.3 The current version of The National Electrical Safety Code (NESC).

4.2 Changes in Industry Recognized Standards:

4.2.1 WSP agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Section 4.1 above of this Appendix if required by law to do so or upon the mutual Agreement of the Parties.

4.3 Additional Electrical Design Specifications:

4.3.1 WSP agrees that, in addition to specifications and requirements referred to in Section 4.1 above, WSP's Facilities placed in AT&T-MISSISSIPPI's Conduit System shall meet all of the following electrical design specifications:

4.3.1.1 No Facility shall be placed in AT&T-MISSISSIPPI's Conduit System in violation of FCC regulations.

4.3.1.2 WSP's Facilities placed in AT&T-MISSISSIPPI's Conduit System shall not be designed to use the earth as the sole conductor for any part of WSP's circuits.

4.3.1.3 Any WSP's proposal or design for Facilities that will carry AC voltage will be considered on a case by case basis in the region where the proposal is planned.

4.3.1.4 No coaxial cable of WSP shall occupy a Conduit System containing AT&T-MISSISSIPPI's cable unless such cable of WSP meets the voltage limitations of Article 820 of the National Electrical Code referred to in Section 4.1.2 above.

4.3.1.5 WSP's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro-amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

4.3.1.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new Facilities shall be compatible with the other Party's Facilities so as not to damage any Facilities of the other Party by corrosion or other chemical reaction.

4.4 Additional Physical Design Specifications:

4.4.1 WSP's Facilities placed in AT&T-MISSISSIPPI's Conduit System must meet all of the following physical design specifications:

4.4.1.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T-MISSISSIPPI's Conduit or Ducts.

4.4.1.2 The integrity of AT&T-MISSISSIPPI's Conduit System and overall safety of AT&T-MISSISSIPPI's personnel and other personnel working in AT&T-MISSISSIPPI's Conduit System requires "dielectric cable" be placed when WSP's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.

4.4.1.3 New construction splices in WSP's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes. No splices are permitted to be pulled into Conduit.

4.5 Additional Specifications Applicable to Connections:

- 4.5.1 The following specifications apply to connections of WSP's Conduit to AT&T-MISSISSIPPI's Conduit System:
- 4.5.1.1 WSP will be permitted to connect its Conduit or Duct only at an AT&T-MISSISSIPPI Manhole. No Attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install WSP Facilities will be performed by WSP or its contractor at WSP's expense. In no event shall WSP or its contractor "core bore" or make any other modification to AT&T-MISSISSIPPI Manhole(s) without the prior written approval of AT&T-MISSISSIPPI, which approval will not be unreasonably delayed or withheld.
- 4.5.1.2 If WSP constructs or utilizes a Duct connected to AT&T-MISSISSIPPI's Manhole, the Duct and all connections between that Duct and AT&T-MISSISSIPPI's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T-MISSISSIPPI's Conduit System. If WSP's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T-MISSISSIPPI's Conduit System. If a core bore is planned and conduit placed, any unused Inner Duct in that structure must be made accessible to other requestors.
- 4.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally:
- 4.6.1 Duct clearing, rodding or modifications required to grant WSP access to AT&T-MISSISSIPPI's Conduit Systems may be performed by AT&T-MISSISSIPPI at WSP's expense at charges which represent AT&T-MISSISSIPPI's actual Costs. Alternatively (at WSP's option) such work may be performed by a contractor who demonstrates compliance with AT&T-MISSISSIPPI certification requirements, which certification requirements shall be consistent with F.C.C. rules. The Parties acknowledge that WSP, its contractors, and other persons acting on WSP's behalf will perform work for WSP (e.g., splicing WSP's Facilities) within AT&T-MISSISSIPPI's Conduit System. WSP represents and warrants that neither WSP nor any Person Acting on WSP's behalf shall permit any person to climb or work on or in any of AT&T-MISSISSIPPI's Poles or to enter AT&T-MISSISSIPPI's Manholes or work within AT&T-MISSISSIPPI's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.
- 4.6.2 WSP's Facilities within AT&T-MISSISSIPPI's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in Section 6.1 below. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of WSP's Facilities.
- 4.6.3 Rodding or clearing of Ducts in AT&T-MISSISSIPPI's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T-MISSISSIPPI, which authorization shall not be unreasonably delayed or withheld by AT&T-MISSISSIPPI. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. WSP may contract with AT&T-MISSISSIPPI for performance of such work or (at WSP's option) with a contractor who demonstrates compliance with AT&T-MISSISSIPPI certification requirements.
- 4.6.4 Personnel performing work on AT&T-MISSISSIPPI's or WSP's behalf in AT&T-MISSISSIPPI's Conduit System shall not climb on, step on, or otherwise disturb the other Party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of AT&T-MISSISSIPPI's Conduit System.
- 4.6.5 Personnel performing work on AT&T-MISSISSIPPI's or WSP's behalf within AT&T-MISSISSIPPI's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.
- 4.6.6 All of WSP's Facilities shall be firmly secured and supported in accordance with Telcordia and industry standards as referred to in Section 4.1 above.
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- 4.6.7 Identification of Facilities in Conduit/Manholes:
- 4.6.7.1 WSP's Facilities shall be plainly identified with WSP's name in each Manhole with a firmly affixed permanent tag that meets standards set by AT&T-MISSISSIPPI for its own Facilities.
- 4.6.8 Identification of Pole Attachments.
- 4.6.8.1 WSP's Facilities attached to AT&T-MISSISSIPPI Poles shall be plainly identified with WSP's name firmly affixed at each Pole by a permanent tag that meets industry standards as referred to in Section 4.1 above.
- 4.6.9 Manhole pumping and purging required in order to allow WSP's work operations to proceed shall be performed by a vendor approved by AT&T-MISSISSIPPI in compliance with AT&T-MISSISSIPPI Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 4.6.10 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 4.6.11 Any leak detection liquid or device used by WSP or personnel performing work on WSP's Facilities within AT&T-MISSISSIPPI's Conduit System shall be of a type approved by AT&T-MISSISSIPPI or Telcordia as referenced in Section 4.1 above.
- 4.6.12 When WSP or personnel performing work on WSP's behalf are working within or in the vicinity of any part of AT&T-MISSISSIPPI's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled ROW, WSP and all personnel performing work on WSP's behalf shall follow procedures which WSP deems appropriate for the protection of persons and property. WSP shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. WSP will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T-MISSISSIPPI shall have no responsibility for the safety of personnel performing work on WSP's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. AT&T-MISSISSIPPI reserves the right to suspend WSP's activities on, in or in the vicinity of AT&T-MISSISSIPPI's Poles or Conduit System if, in AT&T-MISSISSIPPI's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of WSP or any personnel performing work on WSP's behalf, which suspension shall cease when the condition has been rectified.
- 4.6.13 Except for protective screens, no temporary cover shall be placed by WSP or personnel performing work on WSP's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.
- 4.6.14 Smoking or the use of any open flame is prohibited in AT&T-MISSISSIPPI's Manholes, in any other portion of AT&T-MISSISSIPPI's Conduit System, or within ten (10) feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 4.6.15 Artificial lighting, when required, will be provided by WSP. Only explosion proof lighting fixtures shall be used.
- 4.6.16 Neither WSP nor personnel performing work on WSP's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T-MISSISSIPPI's Conduit System (including any Manhole) during work operations performed within or in the vicinity of AT&T-MISSISSIPPI's Conduit System.
- 4.6.17 WSP will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in AT&T-MISSISSIPPI's Manholes, in any other portions of AT&T-MISSISSIPPI's
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Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

4.7 Opening of Manholes:

4.7.1 The following requirements apply to the opening of AT&T-MISSISSIPPI's Manholes and the authority of AT&T-MISSISSIPPI personnel present when work on WSP's behalf is being performed within or in the vicinity of AT&T-MISSISSIPPI's Conduit System.

4.7.1.1 AT&T-MISSISSIPPI's Manholes shall be opened only as permitted by AT&T-MISSISSIPPI's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

4.7.1.2 WSP shall notify AT&T-MISSISSIPPI forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T-MISSISSIPPI's Manholes.

4.7.1.3 WSP shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

4.7.1.4 AT&T-MISSISSIPPI's authorized employee or agent shall not direct or control the conduct of WSP's work at the work site. The presence of AT&T-MISSISSIPPI's authorized employee or agent at the work site shall not relieve WSP or personnel performing work on WSP's behalf of their responsibility to conduct all work operations within AT&T-MISSISSIPPI's Conduit System in a safe and workmanlike manner.

4.7.1.5 Although AT&T-MISSISSIPPI's authorized employee or agent shall not direct or control the conduct of WSP's work at the work site, AT&T-MISSISSIPPI's employee or agent shall have the authority to suspend WSP's work operations within AT&T-MISSISSIPPI's Conduit System if, in the reasonable discretion of such AT&T-MISSISSIPPI employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by WSP or personnel performing work on WSP's behalf.

4.8 Occupational Safety and Health Administration (OSHA) Compliance: Notice to AT&T-MISSISSIPPI of Unsafe Conditions:

4.8.1 WSP agrees that:

4.8.1.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the OSHA rules and regulations promulgated thereunder.

4.8.1.2 All persons acting on WSP's behalf, including but not limited to WSP's employees, agents, contractors, and subcontractors shall, when working on or within AT&T-MISSISSIPPI's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder.

4.8.1.3 WSP shall establish appropriate procedures and controls to assure compliance with all requirements of this section.

4.8.1.4 WSP (and any Person Acting on WSP's Behalf) may report unsafe conditions on, in or in the vicinity of AT&T-MISSISSIPPI's Poles or Conduit System to AT&T-MISSISSIPPI.

4.9 Compliance with Environmental Laws and Regulations:

4.9.1 WSP acknowledges that, from time to time, environmental contaminants may enter AT&T-MISSISSIPPI's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduit (Transite type) are constructed with asbestos-containing materials. If AT&T-MISSISSIPPI has knowledge of the presence of such contaminants in a Conduit for which WSP has applied for or holds a License, AT&T-MISSISSIPPI will promptly notify WSP of such fact.

4.10 Notwithstanding any of AT&T-MISSISSIPPI's notification requirements in this Appendix, WSP acknowledges that some of AT&T-MISSISSIPPI's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally

marked with a designation of "C Fiber Cement Conduit," "Transite" or "Johns-Manville." Until proven otherwise, WSP will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment.

- 4.11 AT&T-MISSISSIPPI makes no representations to WSP or personnel performing work on WSP's behalf that AT&T-MISSISSIPPI's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. WSP agrees to comply with the following provisions relating to compliance with environmental laws and regulations:
- 4.11.1 WSP's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601 2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f 300j).
 - 4.11.2 All persons acting on WSP's behalf, including but not limited to WSP's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T-MISSISSIPPI's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
 - 4.11.3 WSP shall establish appropriate procedures and controls to assure compliance with all requirements of this section. AT&T-MISSISSIPPI will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by AT&T-MISSISSIPPI pursuant to this section will be provided in a timely manner.
 - 4.11.4 WSP and all personnel performing work on WSP's behalf shall comply with such standards and practices as AT&T-MISSISSIPPI and WSP may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, AT&T-MISSISSIPPI Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither WSP nor AT&T-MISSISSIPPI nor personnel performing work on either Party's behalf shall discharge water or any other substance from any AT&T-MISSISSIPPI Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on AT&T-MISSISSIPPI premises for storage or disposal.
- 4.12 Compliance with Other Governmental Requirements:
- 4.12.1 WSP agrees that its Facilities attached to AT&T-MISSISSIPPI's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. WSP shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. WSP shall establish appropriate procedures and controls to assure such compliance by all persons acting on WSP's behalf, including but not limited to, WSP's employees, agents, contractors, and subcontractors.
- 4.13 Differences in Standards or Specifications:
- 4.13.1 To the extent that there may be differences in any applicable standards or specifications referred to in Section 4.0 above, the most stringent standard or specification shall apply.
- 4.14 WSP Solely Responsible for the Condition of Its Facilities:
- 4.14.1 WSP shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, AT&T-MISSISSIPPI shall have no duty to WSP to inspect or monitor the condition of WSP's Facilities (including but not limited to splices and other Facilities connections) located within AT&T-MISSISSIPPI's

Conduit and Ducts or any Attachment of WSP's Facilities to AT&T-MISSISSIPPI's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. AT&T-MISSISSIPPI may, however, conduct such inspections and audits of its Poles and Conduit System as AT&T-MISSISSIPPI determines reasonable or necessary. Such inspection and audits shall be conducted at AT&T-MISSISSIPPI's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed WSP violation of the requirements of this Appendix; and (2) inspection of WSP Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by WSP.

4.14.2 Either Party may audit the other Party's compliance with the terms of this Section.

4.14.3 Observed safety hazards or imminent Facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.

4.15 Efficient use of Conduit:

4.15.1 AT&T-MISSISSIPPI will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by AT&T-MISSISSIPPI.

5.0 Additional WSP Responsibilities

5.1 Third Party Property Owners:

5.1.1 Licenses granted under this Section authorize WSP to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by AT&T-MISSISSIPPI but do not affect the rights of landowners to control terms and conditions of access to their property.

5.1.1.1 WSP agrees that neither WSP nor any persons acting on WSP's behalf, including but not limited to WSP's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T-MISSISSIPPI's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove WSP's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on WSP's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

5.2 Required Permits, Certificates and Licenses:

5.2.1 WSP shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

5.2.2 WSP shall not attach or place its Facilities to or in AT&T-MISSISSIPPI's Poles, Conduit or Duct located on any property for which it or AT&T-MISSISSIPPI has not first obtained all required authorizations.

5.2.3 AT&T-MISSISSIPPI shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay AT&T-MISSISSIPPI's Pre-License Survey work.

5.3 Lawful Purposes:

5.3.1 All Facilities placed by WSP in AT&T-MISSISSIPPI's Conduit and Ducts or on AT&T-MISSISSIPPI's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of WSP's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, WSP shall not utilize any Facilities occupying or attached to AT&T-MISSISSIPPI's Conduits, Ducts or Poles for the purpose of providing any

services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

6.0 Facilities and Licenses

6.1 Licenses Required:

6.1.1 Before placing any Facilities in AT&T-MISSISSIPPI's Conduits or Ducts or attaching any Facilities to AT&T-MISSISSIPPI's Poles, Anchors or Anchor/Guy Strands, WSP must first apply for and receive a written License from AT&T-MISSISSIPPI.

6.2 Provision of Records and Information to WSP:

6.2.1 In order to obtain information regarding Facilities, WSP shall make a written request to AT&T-MISSISSIPPI, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, AT&T-MISSISSIPPI shall provide WSP with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T-MISSISSIPPI Poles.

6.2.2 AT&T SOUTHEAST REGION 9-STATE: Conduit and ROW located within the geographic area specified by WSP. Provision of information under the terms of this section shall include the right of WSP employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in WSP's request. Such copies of records shall be provided to WSP or be made available at the records location center, at the expense of WSP.

6.2.3 AT&T-13STATE: Within five (5) business days after Attaching Party submits request to view records to AT&T-13STATE, AT&T-13STATE will notify Attaching Party of the place and time that attaching Party may view the structure records.

6.2.3.1 The viewing room must be reserved for a minimum of two (2) hours. Attaching Party may request additional time prior to the viewing date. AT&T-13STATE may not be able to provide Attaching Party with unscheduled additional time for viewing AT&T-13STATE structure records on the viewing date, but if unable will immediately make alternative arrangements that are mutually acceptable for the viewing of records as soon thereafter as possible. AT&T-13STATE may make available at the Attaching Party's expense, an AT&T-13STATE representative with sufficient knowledge about AT&T-13STATE structure records to clarify matters relating to such structure records and to assist Attaching Party during their viewing.

6.2.4 For AT&T-MISSISSIPPI requests, the contact information can be found via the AT&T-MISSISSIPPI Prime Access website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by WSP, are on an individual case basis. The components which make up the total Costs are the sum of:

6.2.4.1 AT&T-MISSISSIPPI employee Costs based on the time spent researching, reviewing and copying records

6.2.4.2 Copying costs

6.2.4.3 Shipping costs

6.3 No Warranty of Record Information:

6.3.1 WSP acknowledges that records and information provided by AT&T-MISSISSIPPI pursuant to Section 6.2 above may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and ROW. In providing such records and information, AT&T-MISSISSIPPI assumes no liability to WSP or any Third Party for errors/omissions contained therein.

6.4 Determination of Availability:

6.4.1 AT&T-MISSISSIPPI shall provide Pole, Conduit and ROW availability information in response to a request from WSP which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Joint Use Pole(s), AT&T-MISSISSIPPI shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for AT&T-MISSISSIPPI's Facilities only. WSP may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and AT&T-MISSISSIPPI shall provide WSP at least forty-eight (48) hours notice prior to initiating such field survey. WSP employees or agents shall be permitted to enter AT&T-MISSISSIPPI Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to AT&T-MISSISSIPPI, with an AT&T-MISSISSIPPI representative present and at WSP's expense.

6.5 Assignment of Conduit, Duct and Pole Space:

6.5.1 AT&T-MISSISSIPPI shall not unreasonably deny or delay issuance of any License and, in any event, AT&T-MISSISSIPPI shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work. Response intervals commence upon conclusion of the field survey.

6.5.1.1 No Make-Ready Work Required:

6.5.1.1.1 Within 45 days of Attaching Party's submission of a request for access to AT&T structure, AT&T shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, AT&T will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed Attachment. The Attaching Party must request such meeting within ten (10) Business Days of receipt of a notice of denial. AT&T will schedule the meeting within ten (10) Business Days of receipt of the Attaching Party's written request for a meeting.

6.5.1.1.2 If AT&T-MISSISSIPPI determines that no Make-Ready Work is required, AT&T-MISSISSIPPI shall approve Applications for Pole Attachment and Conduit Occupancy Licenses and issue such Licenses within forty-five (45) calendar days after AT&T-MISSISSIPPI receives WSP's Application.

6.5.1.2 Make-Ready Work Required:

6.5.1.2.1 If Make-Ready Work is to be performed by AT&T-MISSISSIPPI, such available space shall remain in effect until Make-Ready Costs are presented to WSP and approval by WSP pursuant to the time frames herein. If WSP approves AT&T-MISSISSIPPI's Make-Ready Work Costs, WSP shall have twelve (12) months from the date of Application approval to install its Facilities.

6.5.1.2.2 If WSP rejects AT&T-MISSISSIPPI's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if WSP elects from the time of Application to perform the Make-Ready Work itself or through a contractor, WSP shall install its Facilities within twelve (12) months from the date that WSP informs AT&T-MISSISSIPPI that WSP will perform Make-Ready Work. In the event WSP does not install its Facilities within the time frames set out in this Section, the assignment shall be void and such space shall become available for reassignment.

7.0 Make-Ready Work

7.1 Work Performed by AT&T-MISSISSIPPI:

7.1.1 If performed by AT&T-MISSISSIPPI, Make-Ready Work to accommodate WSP's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of AT&T-MISSISSIPPI with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by AT&T-MISSISSIPPI in the ordinary course of AT&T-MISSISSIPPI's business.

7.1.2 If WSP desires Make-Ready Work to be performed on an expedited basis and AT&T-MISSISSIPPI agrees to perform the work on such a basis, AT&T-MISSISSIPPI shall recalculate the estimated Make-Ready Work charges to include any expedite charges. If WSP accepts AT&T-MISSISSIPPI's revised estimate of charges, WSP shall pay such additional charges.

7.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by AT&T-MISSISSIPPI are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from AT&T-MISSISSIPPI. AT&T-MISSISSIPPI will begin Make-Ready Work required to accommodate WSP after receipt of WSP's Make-Ready Work payment. After receipt of payment, AT&T-MISSISSIPPI will schedule the work for completion.

7.3 Work Performed by Certified Contractor:

7.3.1 In lieu of obtaining performance of Make-Ready Work by AT&T-MISSISSIPPI, WSP at its option may arrange for the performance of such work by a contractor certified by AT&T-MISSISSIPPI to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by AT&T-MISSISSIPPI in the selection of its own contract labor. Notwithstanding any other provisions of this Section, WSP may not employ a contractor to accomplish Make-Ready Work if AT&T-MISSISSIPPI is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with Section 4.6.9 above, all Manhole pumping and purging shall be performed by a vendor approved by AT&T-MISSISSIPPI.

7.4 Completion of Make-Ready Work:

7.4.1 AT&T-MISSISSIPPI will issue a License to WSP once all Make-Ready Work necessary to WSP's Attachment or occupancy has been completed.

7.5 If Attaching Party utilizes space or capacity on any AT&T structure created at the expense of AT&T or other users after February of 1996, the Attaching Party will reimburse AT&T or the other users on a pro-rata basis for the Attaching Party's share, if any, of the capacity creation costs of AT&T before the License is issued to the other users.

8.0 Application Form and Fees

8.1 Application Process:

8.1.1 To apply for a License under this Appendix, WSP shall submit the appropriate AT&T-MISSISSIPPI administrative form(s), which can be found on the AT&T-MISSISSIPPI Prime Access website, (two (2) sets of each and either a route map specifically indicating WSP desired route or engineered drawings are to be included). WSP has the option of (1) requesting copies of AT&T-MISSISSIPPI records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for Attachment, Make-Ready Work must be complete or a records or field survey conducted by AT&T-MISSISSIPPI has determined that Make-Ready Work is not required. WSP shall submit with WSP's License Application a proposed or estimated construction schedule as set forth below in Section 11.0 below.

8.2 AT&T-MISSISSIPPI will process License Applications in the order in which they are received; provided, however, that when WSP has multiple Applications on file with AT&T-MISSISSIPPI, WSP may designate its desired priority of completion of Pre-Licenses and Make-Ready Work with respect to all such Applications.

- 8.2.1 Each Application for a License under this Section shall specify the proposed route of WSP's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which WSP desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which WSP desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which WSP desires to attach to each Pole or Joint Use Pole.
- 8.2.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 11.1 below of this Appendix, and an indication of whether WSP will, at its option, perform its own Make-Ready Work.

8.3 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities:

- 8.3.1 WSP may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by WSP in the same cable Sheath. WSP's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by WSP's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if WSP desires to lash additional cable to existing Facilities of a Third Party, WSP shall provide AT&T-MISSISSIPPI with reasonable Notice, and shall obtain written permission from the owner of the existing Facilities. If AT&T-2STATE determines that the requested Lashing would violate safety or engineering requirements, AT&T-MISSISSIPPI shall provide written Notice to WSP within a reasonable time specifying in detail AT&T-MISSISSIPPI's findings. If WSP desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, WSP must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in AT&T-MISSISSIPPI's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to AT&T-MISSISSIPPI Poles.

- 8.4 Each Application shall designate an employee as WSP's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Licenses and providing records and information. WSP may at any time designate a new point of contact by giving written Notice of such change while the Application is open.

9.0 Processing of Applications (Including Pre-License Surveys and Field Inspections)

9.1 WSP's Priorities:

- 9.1.1 When WSP has multiple Applications on file with AT&T-MISSISSIPPI, WSP shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

9.2 Pre-License Survey:

- 9.2.1 After WSP has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party as mutually agreed, to determine whether AT&T-MISSISSIPPI's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate WSP's Facilities, without substantially interfering with the ability of AT&T-MISSISSIPPI or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of AT&T-MISSISSIPPI's Conduit System or Facilities attached to AT&T-MISSISSIPPI's Pole or placed within or connected to AT&T-MISSISSIPPI's Conduit System. If a Pre-License Survey is to be conducted by AT&T-MISSISSIPPI, AT&T-MISSISSIPPI will provide WSP the Costs to perform the Pre-License Survey. After receipt of WSP's payment of Pre-License Survey Costs, AT&T-MISSISSIPPI will schedule the survey. If WSP gives its prior consent in writing, the determination of Duct availability may include the rodding of Ducts at WSP's expense.

- 9.2.1.1 The purpose of the Pre-License Survey is to determine whether WSP's proposed Attachments to AT&T-MISSISSIPPI's Poles or Occupancy of AT&T-MISSISSIPPI's Conduit and Ducts will substantially interfere with use of AT&T-MISSISSIPPI's Facilities by AT&T-MISSISSIPPI and
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others with Facilities occupying, connected or attached to AT&T-MISSISSIPPI's Pole or Conduit System and to determine what Make-Ready Work is required to accommodate WSP's Facilities on AT&T-MISSISSIPPI's Poles, Joint Use Pole(s), or Conduit, Duct, or ROW and the cost associated with AT&T-MISSISSIPPI performing such Make-Ready Work and to provide information to WSP for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or ROW is suitable for its use.

9.2.1.2 Based on information provided by AT&T-MISSISSIPPI, WSP shall determine whether AT&T-MISSISSIPPI's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet WSP's needs.

9.2.1.3 AT&T-MISSISSIPPI may not unreasonably refuse to continue to process an Application based on AT&T-MISSISSIPPI's determination that WSP's proposed use of AT&T-MISSISSIPPI's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. WSP shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. WSP acknowledges that AT&T-MISSISSIPPI is not explicitly or implicitly warranting to WSP that WSP's proposed use of AT&T-MISSISSIPPI's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

9.3 Administrative Processing:

9.3.1 The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of AT&T-MISSISSIPPI and/or other Licensed Facilities) will be performed by AT&T-MISSISSIPPI at WSP's expense. Anything to the contrary herein notwithstanding, AT&T-MISSISSIPPI shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

10.0 Issuance of Licenses

10.1 Obligation to Issue Licenses:

10.1.1 AT&T-MISSISSIPPI shall issue a License to WSP pursuant to this Section. AT&T-MISSISSIPPI and WSP acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole Attachment rights or Conduit or Duct access rights which WSP may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T-MISSISSIPPI's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Act. Each License issued hereunder shall be for an indefinite term, subject to WSP's compliance with the provisions applicable to such License and further subject to WSP's right to terminate such License at any time for any reason upon at least thirty (30) calendar days prior written Notice.

10.2 Multiple Applications:

10.2.1 WSP acknowledges the following:

10.2.1.1 That multiple parties including AT&T-MISSISSIPPI may seek to place their Facilities in AT&T-MISSISSIPPI's Conduit and Ducts or make attachments to Poles at or about the same time.

10.2.1.2 That the Make-Ready Work required to prepare AT&T-MISSISSIPPI's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant.

10.2.1.3 That issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single applicant situations.

10.2.1.4 That cooperation and negotiations between all applicants and AT&T-MISSISSIPPI may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or ROW.

10.2.2 All Applications will be processed on a first-come, first-served basis.

10.3 Agreement to Pay for All Make-Ready Work Completed:

10.3.1 WSP's submission of written authorization for Make-Ready Work shall also constitute WSP's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work.

10.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities:

10.4.1 WSP shall make arrangements with the owners of other Facilities located in or connected to AT&T-MISSISSIPPI's Conduit System or attached to AT&T-MISSISSIPPI's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or Attachment of WSP's Facilities in or to AT&T-MISSISSIPPI's structures.

10.5 License:

10.5.1 When WSP's Application for a Pole Attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, AT&T-MISSISSIPPI will execute and return a signed authorization to WSP, as appropriate, authorizing WSP to attach or place the specified Facilities on AT&T-MISSISSIPPI's Poles or in AT&T-MISSISSIPPI's Conduit or Ducts.

10.5.2 Each License issued under this Section shall authorize WSP to attach to AT&T-MISSISSIPPI's Poles or place or maintain in AT&T-MISSISSIPPI's Conduit or Ducts only those Facilities specifically described in the License, and no others.

10.5.3 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

11.0 Construction of WSP's Facilities

11.1 Construction Schedule:

11.1.1 WSP shall submit with WSP's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting WSP to attach Facilities to AT&T-MISSISSIPPI's Poles or place Facilities in AT&T-MISSISSIPPI's Conduit or Ducts, WSP shall provide AT&T-MISSISSIPPI with an updated construction schedule and shall thereafter keep AT&T-MISSISSIPPI informed of significant anticipated changes in the construction schedule.

11.1.2 Construction schedules required by this Section shall include, at a minimum, the following information:

11.1.2.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

11.1.2.2 The names of each contractor and subcontractor which will be involved in the construction activities;

11.1.2.3 The estimated dates when construction will begin and end; and

11.1.2.4 The approximate dates when WSP or persons acting on WSP's behalf will be performing construction work in connection with the placement of WSP's Facilities in AT&T-MISSISSIPPI's Conduit or Ducts.

11.2 Additional Pre-Construction Procedures for Facilities Placed in Conduit System:

- 11.2.1 The following procedures shall apply before WSP places Facilities in AT&T-MISSISSIPPI's Conduit System:
- 11.2.1.1 WSP shall give written notice of the type of Facilities which are to be placed; and
- 11.2.1.2 AT&T-MISSISSIPPI shall designate the particular Duct or Ducts or Inner Ducts (if available) to be occupied by WSP's Facilities, the location and manner in which WSP's Facilities will enter and exit AT&T-MISSISSIPPI's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by AT&T-MISSISSIPPI to occupy the Conduit System. WSP may not occupy a Duct other than the specified Duct without the express written consent of AT&T-MISSISSIPPI. AT&T-MISSISSIPPI shall provide to WSP space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 11.3 Responsibility for Constructing or Placing Facilities:
- 11.3.1 AT&T-MISSISSIPPI shall have no obligation to construct any Facilities for WSP or to attach WSP's Facilities to, or place WSP's Facilities in, AT&T-MISSISSIPPI's Poles or Conduit System, except to the extent expressly provided in this section, any License issued hereunder, or by the Telecommunications Act or any other applicable law.
- 11.4 WSP Responsible for Constructing, Attaching and Placing Facilities:
- 11.4.1 Except where otherwise mutually agreed by WSP and AT&T-MISSISSIPPI, WSP shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in AT&T-MISSISSIPPI's Poles, Conduit or Ducts at WSP's sole Cost and expense. WSP shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of WSP's Facilities and for directing the activities of all persons acting on WSP's behalf while they are physically present on AT&T-MISSISSIPPI's Pole, in any part of AT&T-MISSISSIPPI's Conduit System or in the vicinity of AT&T-MISSISSIPPI's Poles or Conduit System.
- 11.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements:
- 11.5.1 WSP shall construct its Facilities in accordance with the provisions of this section and all Licenses issued hereunder.
- 11.5.2 WSP shall construct, attach and place its Facilities in compliance with all requirements and specifications set forth above in this Appendix.
- 11.5.3 WSP shall satisfy all Legal Requirements set forth above in the Appendix.
- 11.5.4 WSP shall not permit any person acting on WSP's behalf to perform any work on AT&T-MISSISSIPPI's Poles or within AT&T-MISSISSIPPI's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If WSP or any person working on WSP's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, WSP shall notify AT&T-MISSISSIPPI of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until WSP is satisfied that the work can be safely performed.
- 11.6 Construction Notices:
- 11.6.1 If requested to do so, WSP shall provide AT&T-MISSISSIPPI with information to reasonably assure AT&T-MISSISSIPPI that construction has been performed in accordance with all applicable standards and requirements.
- 11.7 Points for Attachment:
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11.7.1 AT&T-MISSISSIPPI shall specify the point of Attachment of each Pole or Anchor to be occupied by WSP's Facilities, and such WSP's Facilities shall be attached above AT&T-MISSISSIPPI's Facilities. When the Facilities of more than one applicant are involved, AT&T-MISSISSIPPI will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

11.8 WSP power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures as referenced in Section 4.0 above.

11.9 AT&T-MISSISSIPPI will evaluate and approve in its sole discretion, on an individual case basis, the location of certain Pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such Attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing Attachments.

11.10 WSP shall hold AT&T-MISSISSIPPI harmless and indemnify AT&T-MISSISSIPPI for damages to itself or Third Parties in accordance with the Two-Way CMRS Interconnection Agreement (Wireless) - General Terms and Conditions, that result from the operation or maintenance of WSP's Attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.

11.11 Manhole and Conduit Break-Outs:

11.11.1 WSP shall be permitted to add Conduit ports to AT&T-MISSISSIPPI Manholes when existing Conduits do not provide the pathway connectivity needed by WSP; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

11.12 Completion of WSP Construction:

11.12.1 For each WSP Attachment to or occupancy within AT&T-MISSISSIPPI Facilities, WSP will provide to AT&T-MISSISSIPPI's single-point of contact (within twenty (20) calendar days of WSP construction-complete date) a complete set of actual placement drawings for posting to AT&T-MISSISSIPPI records.

12.0 Use and Routine Maintenance of WSP's Facilities

12.1 Use of WSP's Facilities:

12.1.1 Each License granted under this Section authorizes WSP to have access to WSP's Facilities on or in AT&T-MISSISSIPPI's Poles, Conduits and Ducts as needed for the purpose of serving WSP's End Users, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

12.2 Routine Maintenance of WSP's Facilities:

12.2.1 Each License granted under this section authorizes WSP to engage in routine maintenance of WSP's Facilities located on or in AT&T-MISSISSIPPI's Poles, Conduits, Ducts and ROW pursuant to such License. WSP shall give reasonable written notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its Attachments or making any material alterations thereto. WSP shall give reasonable Notice to AT&T-MISSISSIPPI before performing any work, whether or not of a routine nature, in AT&T-MISSISSIPPI's Conduit System.

12.3 WSP Responsible for Maintenance of WSP's Facilities:

12.3.1 WSP shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Appendix) and all Licenses issued hereunder. WSP shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of WSP's Facilities and for directing the activities of all persons acting on WSP's behalf while they are physically present on AT&T-MISSISSIPPI's Poles, within AT&T-MISSISSIPPI's Conduit System or in the immediate vicinity of such Poles or Conduit System.

12.4 AT&T-MISSISSIPPI Is Not Responsible for Maintaining WSP's Facilities:

12.4.1 AT&T-MISSISSIPPI shall have no obligation to maintain any Facilities which WSP has attached or connected to, or placed in, AT&T-MISSISSIPPI's Poles, Conduits, Ducts or any portion of AT&T-MISSISSIPPI's Conduit System, except to the extent expressly provided by the provisions of this section or any License issued hereunder, or by the Act or other applicable laws, rules or regulations.

12.5 Information Concerning the Maintenance of WSP's Facilities:

12.5.1 Promptly after the issuance of a License permitting WSP to attach Facilities to, or place Facilities in AT&T-MISSISSIPPI's Poles, Conduits or Ducts, WSP shall provide AT&T-MISSISSIPPI with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of WSP's Facilities, and shall thereafter notify AT&T-MISSISSIPPI of changes to such information. The manager responsible for routine maintenance of WSP's Facilities shall, on AT&T-MISSISSIPPI's request, identify any contractor, subcontractor, or other person performing maintenance activities on WSP's behalf at a specified site and shall, on AT&T-MISSISSIPPI's request, provide such additional documentation relating to the maintenance of WSP's Facilities as reasonably necessary to demonstrate that WSP and all persons acting on WSP's behalf are complying with the requirements of this section and Licenses issued hereunder.

12.6 Identification of Personnel Authorized to Have Access to WSP's Facilities:

12.6.1 All personnel authorized to have access to WSP's Facilities shall, while working on AT&T-MISSISSIPPI's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any AT&T-MISSISSIPPI employee, produce such identification.

13.0 Modification and Replacement of WSP's Facilities

13.1 Notification of Planned Modification or Replacement of Facilities:

13.1.1 WSP shall, when practicable, notify AT&T-MISSISSIPPI in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a AT&T-MISSISSIPPI Pole, Anchor or Anchor/Guy Strand or located in any AT&T-MISSISSIPPI Conduit or Duct. The Notice shall contain sufficient information to enable AT&T-MISSISSIPPI to determine whether the proposed addition, relocation, replacement, or modification is permitted under WSP's present License or requires a new or amended License.

13.2 New or Amended License Required:

13.2.1 A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

13.2.1.1 Requires that WSP use additional space on AT&T-MISSISSIPPI's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, Inner-Ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

13.2.1.2 Results in the size or location of WSP's Facilities on AT&T-MISSISSIPPI's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in WSP's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

14.0 Rearrangement of Facilities

14.1 Make-Ready Work:

14.1.1 If it is determined that Make-Ready Work will be necessary to accommodate Attaching Party's Facilities, Attaching Party shall have forty-five (45) calendar days (the "acceptance period") to either:

14.1.1.1 submit payment for the estimate authorizing AT&T-MISSISSIPPI or its contractor to complete the Make-Ready Work; or

- 14.1.1.2 advise AT&T-MISSISSIPPI of its willingness to perform the proposed Make-Ready Work itself if permissible in the application area.
- 14.1.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T-MISSISSIPPI's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-MISSISSIPPI or AT&T-MISSISSIPPI's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-MISSISSIPPI's structures or interferes with any existing use of AT&T-MISSISSIPPI's Facilities or the Facilities of any other user.
- 14.1.3 AT&T-MISSISSIPPI shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, AT&T-MISSISSIPPI shall endeavor to minimize its Costs to WSP. If it is determined that such Make-Ready Work is required, AT&T-MISSISSIPPI shall provide WSP with the estimated Costs for Make-Ready Work and a Make Ready-Work due date.
- 14.1.4 WSP shall be solely responsible for negotiating with persons or entities other than AT&T-MISSISSIPPI for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of AT&T-MISSISSIPPI and/or other WSPs as well as WSP, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from AT&T-MISSISSIPPI, AT&T-MISSISSIPPI shall issue such Licenses in conjunction with the issuance of the applied-for License to WSP.
- 14.2 Rearrangement of WSP's Facilities at AT&T-MISSISSIPPI's Request:
- 14.2.1 WSP acknowledges that, from time to time, it may be necessary or desirable for AT&T-MISSISSIPPI to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by AT&T-MISSISSIPPI's business needs or authorized Application of another entity seeking access to AT&T-MISSISSIPPI's Poles or Conduit Systems. WSP agrees that WSP will, upon AT&T-MISSISSIPPI's request, and at AT&T-MISSISSIPPI's expense, but at no Cost to WSP, participate with AT&T-MISSISSIPPI (and other WSPs) in the relocation, reconstruction, or modification of AT&T-MISSISSIPPI's Conduit System or Facilities rearrangement. WSP acknowledges that, from time to time, it may be necessary or desirable for AT&T-MISSISSIPPI to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. WSP shall, upon AT&T-MISSISSIPPI's request, participate with AT&T-MISSISSIPPI (and other WSPs) in the relocation, reconstruction, or modification of AT&T-MISSISSIPPI's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 14.2.2 WSP shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a WSP End User.
- 14.2.3 If WSP fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T-MISSISSIPPI in writing, AT&T-MISSISSIPPI may perform such rearrangements with written Notice to WSP, and WSP shall reimburse AT&T-MISSISSIPPI for actual costs and expenses incurred by AT&T-MISSISSIPPI in connection with the rearrangement of WSP's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring WSP to bear any expenses which, under the Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than WSP; and provided further, however, that WSP shall have no responsibility for rearrangement costs and
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expenses relating to rearrangements performed for the purpose of meeting AT&T-MISSISSIPPI's business needs.

15.0 Emergency Repairs and Pole Replacements

15.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

- 15.1.1 In general, each Party shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 15.1.2 Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the Facilities of joint users.
- 15.1.3 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with Facilities in the Conduit System in which the maintenance Duct is located; provided, however, that an entity using the maintenance Duct for emergency repair activities will notify AT&T-MISSISSIPPI within twelve (12) hours of the current Business Day (or first Business Day following a non-Business Day) that such entity is entering the AT&T-MISSISSIPPI Conduit System and using the maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be included to be assigned to the user of the Duct and an Occupancy License issued.
 - 15.1.3.1 The Attaching Party shall either vacate the maintenance Duct within thirty (30) calendar days or, with AT&T-MISSISSIPPI's consent, rearrange its Facilities to ensure that at least one full-sized replacement maintenance Duct (or, if the designated maintenance Duct was an Inner-Duct, a suitable replacement Inner-Duct) is available for use by all occupants in the Conduit System within thirty (30) calendar days after such Attaching Party occupies the maintenance Ducts. If Attaching Party fails to vacate the maintenance Duct as described above, AT&T-MISSISSIPPI may install a maintenance Conduit at the Attaching Party's expense.

15.2 Designation of Emergency Repair Coordinators and Other Information:

- 15.2.1.1 For each AT&T-MISSISSIPPI construction district, Attaching Party shall provide AT&T-MISSISSIPPI with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's Facilities and shall thereafter notify AT&T-MISSISSIPPI of changes to such information.

15.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations:

- 15.3.1 When notice and coordination are practicable, AT&T-MISSISSIPPI, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
 - 15.3.2 Emergency service restoration work requirements shall take precedence over other work operations.
 - 15.3.3 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The Parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration
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activities.

- 15.3.4 AT&T-MISSISSIPPI shall determine the order of precedence of work operations and assignment of Duct space in the maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach consensus provided, however, that these decisions shall be made by AT&T-MISSISSIPPI on a nondiscriminatory basis in accordance with the principles set forth in this Section.

15.4 Emergency Pole Replacements:

- 15.4.1 When emergency Pole replacements are required, AT&T-MISSISSIPPI shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 15.4.2 If notified by AT&T-MISSISSIPPI that an emergency exists which will require the replacement of a Pole, Attaching Party shall transfer its Facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-MISSISSIPPI replacement Pole, the transfer shall be in accordance with AT&T-MISSISSIPPI's placement instructions.
- 15.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-MISSISSIPPI and thereby authorize AT&T-MISSISSIPPI (or any other user sharing the Pole with AT&T-MISSISSIPPI) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

15.5 Expenses Associated with Emergency Repairs:

- 15.5.1 Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own Facilities and transfers or rearrangements of such Facilities associated with emergency Pole replacements made in accordance with the provisions of this article.
- 15.5.2 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's Facilities.
- 15.5.3 Attaching Party shall reimburse AT&T-MISSISSIPPI for the Costs incurred by AT&T-MISSISSIPPI for work performed by AT&T-MISSISSIPPI on Attaching Party's behalf in accordance with the provisions of this article.

16.0 Inspection by AT&T-MISSISSIPPI of WSP's Facilities

- 16.1 AT&T-MISSISSIPPI may monitor, at WSP's expense, the entrance and exit of WSP's Facilities into AT&T-MISSISSIPPI's Manholes and the placement of WSP's Facilities in AT&T-MISSISSIPPI's Manholes.

16.2 Post-Construction Inspections:

- 16.2.1 AT&T-MISSISSIPPI will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's Attachment of Facilities to AT&T-MISSISSIPPI's structures for the purpose of determining the conformance of the Attachments to the Occupancy License. AT&T-MISSISSIPPI will provide the Attaching Party advance written Notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-MISSISSIPPI on the post-construction inspection.

16.3 Periodic or Spot Inspections:

- 16.3.1 AT&T-MISSISSIPPI shall have the right, but not the obligation, to make Periodic or Spot Inspections of all Facilities attached to AT&T-MISSISSIPPI's structure. Periodic Inspections will not be made more often than once every two (2) years, unless in AT&T-MISSISSIPPI's judgment, such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.
- 16.3.2 AT&T-MISSISSIPPI will give WSP advance written Notice of such inspections, and WSP shall have the right to have a representative attend such inspections, except in those instances where safety
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considerations justify the need for such inspection without the delay of waiting until written Notice has been forwarded to WSP.

- 16.3.3 Such inspections shall be conducted at AT&T-MISSISSIPPI's expense; provided, however, that WSP shall bear the Costs of inspections as delineated in Sections 16.1 above and 16.2.1 above.
- 16.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the Periodic or Spot Inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-MISSISSIPPI may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 16.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to AT&T-MISSISSIPPI's Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to AT&T-MISSISSIPPI and the Make Ready Work or modification will be treated in the same fashion as Make Ready Work or modifications for a new request for Attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.
- 16.3.6 Inventory Survey. Not more than once every five (5) calendar years, AT&T shall have the right, upon 30 days notice to Attaching Party, to determine the total number and exact location of Attaching Party's Attachments on AT&T Poles and/or AT&T Conduit through a physical survey conducted by AT&T or its agents. Attaching Party shall have the right to participate in the survey. The costs incurred by AT&T to conduct the survey shall be reimbursed to AT&T by Attaching Party, upon demand by AT&T. If the Attachments of other users are surveyed, each such Attaching Party shall reimburse a proportionate share of the Costs to AT&T.
- 16.4 Neither the act of inspection by AT&T-MISSISSIPPI of WSP's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T-MISSISSIPPI any liability of any kind whatsoever or to relieve WSP of any responsibility, obligations or liability under this Section or otherwise existing.
- 16.5 Notice of Noncompliance:
 - 16.5.1 If, at any time, AT&T-MISSISSIPPI determines that Attaching Party's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T-MISSISSIPPI may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute AT&T-MISSISSIPPI's assertion that such Facilities are not in compliance, Attaching Party agrees to provide AT&T-MISSISSIPPI with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T-MISSISSIPPI in writing when the Facilities have been brought into compliance.
- 16.6 Disputes over Alleged Noncompliance:
 - 16.6.1 If Attaching Party disputes AT&T-MISSISSIPPI's assertion that Attaching Party's Facilities are not in compliance, Attaching Party shall notify AT&T-MISSISSIPPI in writing of the basis for Attaching Party's assertion that its Facilities are in compliance.
- 16.7 Failure to Bring Facilities into Compliance:
 - 16.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided AT&T-MISSISSIPPI with proof sufficient to persuade AT&T-MISSISSIPPI that AT&T-MISSISSIPPI erred in asserting that the Facilities were not in compliance, and if AT&T-MISSISSIPPI determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-MISSISSIPPI's Facilities or those of other users, AT&T-MISSISSIPPI may, at its option and Attaching Party's expense,

take such non-service affecting steps as may be required to bring Attaching Party's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix.

16.8 Correction of Conditions by AT&T-MISSISSIPPI:

16.8.1 If AT&T-MISSISSIPPI elects to bring Attaching Party's Facilities into compliance, the provisions of this Section shall apply.

16.8.2 AT&T-MISSISSIPPI will, whenever practicable, notify WSP in writing before performing such work. The written Notice shall describe the nature of the work to be performed and AT&T-MISSISSIPPI's schedule for performing the work.

16.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within a AT&T-MISSISSIPPI Manhole, AT&T-MISSISSIPPI may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-MISSISSIPPI does not reattach Attaching Party's Facilities, AT&T-MISSISSIPPI shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.

16.8.4 AT&T-MISSISSIPPI shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.

16.8.5 Attaching Party to Bear Expenses:

16.8.5.1 Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

17.0 Unauthorized Occupancy or Utilization of AT&T-MISSISSIPPI's Facilities

17.1 Tagging of Facilities and Unauthorized Attachments:

17.1.1 Facilities to Be Marked:

17.1.1.1 Attaching Party shall tag or otherwise mark all of Attaching Party's Facilities placed on or in AT&T-MISSISSIPPI's structure in a manner sufficient to identify the Facilities as those belonging to the Attaching Party.

17.1.2 Removal of Untagged Facilities:

17.1.2.1 AT&T-MISSISSIPPI may, without notice to any person or entity, remove from AT&T-MISSISSIPPI's Poles or any part of AT&T-MISSISSIPPI's Conduit System the Attaching Party's Facilities, if AT&T-MISSISSIPPI determines that such Facilities are not the subject of a current Occupancy License and are not otherwise lawfully present on AT&T-MISSISSIPPI's Poles or in AT&T-MISSISSIPPI's Conduit System.

17.2 Notice to Attaching Party:

17.2.1 If any of Attaching Party's Facilities for which no Occupancy License is presently in effect are found attached to AT&T-MISSISSIPPI's Poles or Anchors or within any part of AT&T-MISSISSIPPI's Conduit System, AT&T-MISSISSIPPI, without prejudice to other rights or remedies available to AT&T-MISSISSIPPI under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no Occupancy License is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by submitting to AT&T-

MISSISSIPPI, in writing, an Application for a new or amended Occupancy License with respect to such Facilities.

17.3 Approval of Request and Retroactive Charges:

17.3.1 If AT&T-MISSISSIPPI approves Attaching Party's Application for a new or amended, Attaching Party shall be liable to AT&T-MISSISSIPPI for all fees and charges associated with the unauthorized Attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended Occupancy License as provided by this article shall not operate retroactively or constitute a waiver by AT&T-MISSISSIPPI of any of its rights or privileges under this Appendix or otherwise.

17.3.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from AT&T-MISSISSIPPI's Poles, Conduit System or ROW or until a new or amended Occupancy License is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-MISSISSIPPI licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at AT&T-MISSISSIPPI's request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to AT&T-MISSISSIPPI or another other user, and shall pay AT&T-MISSISSIPPI for all Costs incurred by AT&T-MISSISSIPPI in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.

17.4 Removal of Unauthorized Attachments:

17.4.1 If Attaching Party does not obtain a new or amended Occupancy License with respect to unauthorized Facilities within the specified period of time, AT&T-MISSISSIPPI shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not been removed within the time specified in the Notice, AT&T-MISSISSIPPI may, at AT&T-MISSISSIPPI's option, remove Attaching Party's Facilities at Attaching Party's expense.

17.5 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-MISSISSIPPI's Facilities:

17.5.1 No act or failure to act by AT&T-MISSISSIPPI with regard to any unauthorized Attachment or Occupancy or unauthorized use of AT&T-MISSISSIPPI's structure shall be deemed to constitute a ratification by AT&T-MISSISSIPPI of the unauthorized Attachment or Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole Attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized Facilities.

17.5.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring WSP to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than WSP.

17.6 Prompt Payment of Applicable Fees and Charges:

17.6.1 Fees and charges for Pole Attachments and Conduit System Occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not WSP is permitted to continue the Pole Attachment or Conduit Occupancy. See Pricing Schedule for applicable annual rental fees.

17.7 No Implied Waiver or Ratification of Unauthorized Use:

- 17.7.1 No act or failure to act by AT&T-MISSISSIPPI with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by AT&T-MISSISSIPPI of any of its rights or privileges under this Appendix or otherwise; provided, however, that WSP shall be subject to all liabilities, obligations and responsibilities of this Appendix in regard to said unauthorized use from its inception.

18.0 Removal of WSP's Facilities

- 18.1 When Applicant no longer intends to occupy space on an AT&T-MISSISSIPPI Pole or in a AT&T-MISSISSIPPI Duct or Conduit, Applicant will provide written notification to AT&T-MISSISSIPPI that it wishes to terminate the Occupancy License with respect to such space and will remove its Facilities from the space described in the Notice. Upon removal of Applicant's Facilities, the Occupancy License shall terminate and the space shall be available for reassignment.
- 18.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its Facilities from AT&T-MISSISSIPPI's structure.
- 18.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to AT&T-MISSISSIPPI's Manholes.
- 18.1.3 Applicant shall be solely responsible for the removal of its own Facilities from AT&T-MISSISSIPPI's structure.
- 18.2 At AT&T-MISSISSIPPI's request, Attaching Party shall remove from AT&T-MISSISSIPPI's structure any of Attaching Party's Facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T-MISSISSIPPI that an Attaching Party's Facility is in active service. Attaching Party shall not abandon any of its Facilities by leaving such Facilities on or in AT&T-MISSISSIPPI's Structure.
- 18.3 Removal Following Termination of Occupancy License:
- 18.3.1 Attaching Party shall remove its Facilities from AT&T-MISSISSIPPI's Poles, Ducts, Conduits, or ROW within thirty (30) calendar days after termination of the Occupancy License.
- 18.4 Removal Following Replacement of Facilities:
- 18.4.1 Attaching Party shall remove Facilities no longer in service from AT&T-MISSISSIPPI's structures within thirty (30) calendar days after the date Attaching Party replaces existing Facilities on a Pole or in a Conduit with substitute Facilities on the same Pole or in the same Conduit.
- 18.5 Removal to Avoid Forfeiture:
- 18.5.1 If the presence of Attaching Party's Facilities on or in AT&T-MISSISSIPPI's structure would cause a forfeiture of the rights of AT&T-MISSISSIPPI to occupy the property where such structure is located, AT&T-MISSISSIPPI will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its Facilities within such time as may be required to prevent such forfeiture. AT&T-MISSISSIPPI will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of AT&T-MISSISSIPPI's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with other users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.
- 18.6 Removal of Facilities by AT&T-MISSISSIPPI: Notice of Intent to Remove:
- 18.6.1 If Attaching Party fails to remove its Facilities from AT&T-MISSISSIPPI's structure in accordance with the provisions of Sections 19.1-19.5 of this Appendix, AT&T-MISSISSIPPI may remove such Facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-MISSISSIPPI shall give Attaching Party not less than thirty (30)
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calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.

18.7 Removal of Facilities by AT&T-MISSISSIPPI:

18.7.1 If AT&T-MISSISSIPPI removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse AT&T-MISSISSIPPI for AT&T-MISSISSIPPI's Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.

19.0 Rates, Fees, Charges, And Billing

19.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:

19.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.

19.2 Changes to Rates, Charges and Fees:

19.2.1 Subject to applicable federal and state laws, rules, regulations and orders, AT&T-MISSISSIPPI shall have the right to change the rates, charges and fees outlined in this Appendix. AT&T-MISSISSIPPI will provide the Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the Dispute Resolution Process in the Two-Way CMRS Interconnection Agreement (Wireless) - General Terms and Conditions.

19.3 Notice of Rate and Computation of Charges:

19.3.1 On or about November 1 of each year, AT&T-MISSISSIPPI will notify WSP by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for Attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

19.4 Rate "True-Up":

19.4.1 The Parties agree that the fees reflected as interim herein shall be "trued-up" (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving AT&T-MISSISSIPPI before the Commission, in the state which WSP has either attached to or occupied AT&T-MISSISSIPPI structures (ROW, Conduits, Ducts, and/or Poles).

19.4.2 Under the "True-Up" process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by WSP to arrive at the total interim amount paid ("Total Interim Price"). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by WSP to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, WSP shall pay the difference to AT&T-MISSISSIPPI. If the Total Final Price is less than the Total Interim Price, AT&T-MISSISSIPPI shall pay the difference to WSP.

19.4.3 Each Party shall keep its own records upon which a "True-Up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "True-Up," the Parties agree to follow the Dispute Resolution Process in the Two-Way CMRS Interconnection Agreement (Wireless) - General Terms & Conditions.

20.0 Advance Payment

20.1 Attachment and Occupancy Fees:

20.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by AT&T-MISSISSIPPI and shall be computed as set forth herein.

20.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.

20.2.2 Charges shall be prorated retroactively in the event of the removal of WSP's Facilities.

20.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from AT&T-MISSISSIPPI.

21.0 Indemnification

21.1 In addition to the Indemnification clauses in the Two-Way CMRS Interconnection Agreement (Wireless) - General Terms & Conditions, the following shall apply to this Appendix:

21.1.1 AT&T-MISSISSIPPI shall exercise precaution to avoid damaging the communications Facilities of WSP and shall make an immediate report to WSP of the occurrence of any such damage caused by its employees, agents or contractors. AT&T-MISSISSIPPI agrees to reimburse WSP for all reasonable Costs incurred by WSP for the physical repair of such Facilities damaged by the negligence of AT&T-MISSISSIPPI, its employees, agents, contractors, subcontractors or invitees. However, AT&T-MISSISSIPPI shall not be liable to WSP for any interruption of WSP's service or for interference with the operation of WSP's Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including AT&T-MISSISSIPPI's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or AT&T-MISSISSIPPI's actions or omissions in regard thereto and WSP shall indemnify and save harmless AT&T-MISSISSIPPI from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

21.1.2 WSP shall exercise precaution to avoid damaging the Facilities of AT&T-MISSISSIPPI and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the owner of the occurrence of any such damage caused by WSP's employees, agents or contractors. WSP agrees to reimburse AT&T-MISSISSIPPI for all reasonable Costs incurred by AT&T-MISSISSIPPI for the physical repair of such Facilities damaged by the negligence of WSP.

21.1.3 WSP shall indemnify, protect and save harmless AT&T-MISSISSIPPI, its directors, officers, employees and agents, AT&T-MISSISSIPPI's other WSPs, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by AT&T-MISSISSIPPI, AT&T-MISSISSIPPI's other WSPs and Joint User(s) as a result of acts by the WSP, its employees, agents or contractors, including but not limited to the Costs of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of ROW or property owner consents and/or the Costs of defending those rights and/or consents.

- 21.1.4 The WSP shall indemnify, protect and save harmless AT&T-MISSISSIPPI, its directors, officers, employees and agents, AT&T-MISSISSIPPI's other WSPs, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of WSP's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the WSP's employees, agents or contractors in the vicinity of AT&T-MISSISSIPPI's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 21.1.5 The WSP shall indemnify, protect and save harmless AT&T-MISSISSIPPI, its directors, officers, employees, and agents, AT&T-MISSISSIPPI's other WSPs, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of WSP's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of WSP's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 21.1.6 WSP shall promptly advise AT&T-MISSISSIPPI of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the WSP's Facilities. WSP shall promptly notify AT&T-MISSISSIPPI in writing of any suits or causes of action which may involve AT&T-MISSISSIPPI and, upon the request of AT&T-MISSISSIPPI copies of all relevant accident reports and statements made to WSP's insurer by WSP or others shall be furnished promptly to AT&T-MISSISSIPPI.

PRICING SCHEDULE (WSP)**STRUCTURE ACCESS****MISSISSIPPI**

		Rec	Nonrecurring
Structure Access - Poles & Ducts		Annually	
	Cable Rate (\$/ft./yr.)	\$4.03	
	Poles (\$/attachment/yr.) NON-URBAN	\$9.18	
	Poles (\$/attachment/yr.) URBAN	\$6.09	
	Anchors (\$/each/yr) NON-URBAN		
	Anchors (\$/each/yr) URBAN		
	Per Foot Conduit Occupancy Fees		
	Full Duct (\$/ft./yr.)	\$2.50	
	Pole Attachment Transfer Rate	\$41.00	
	Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.		
	Conduit rates will apply to each passageway (innerduct).		
	For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.		
	The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.		

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
CELLULAR SOUTH, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc., hereinafter referred to as "AT&T" and Cellular South, Inc. ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), effective September 1, 2003 and as may be subsequently amended (the "Agreement"); and,

WHEREAS, Effective July 1, 2011, BellSouth Telecommunications, Inc. changed its legal name to BellSouth Telecommunications, LLC; and,

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are hereby incorporated into this Amendment.
2. The Parties agree that BellSouth Telecommunications, Inc., is hereby replaced as a Party by BellSouth Telecommunications, LLC, and the title of the Agreement is changed to reflect this change.
3. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the end user or customer of AT&T and the Carrier's end user or customer. All references to "Local Traffic Calls" and/or "Traffic" in the Agreement are hereby replaced by the term "IntraMTA Traffic."
4. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
5. The Parties agree to replace the CMRS Local Interconnection Rates and the Mobile-to-Land Trunk Usage for Type 2A, Type 1 and Type 2B in Attachment B-1 of the Agreement with the rates contained in Exhibit A attached hereto. In all other respects, Attachment B-1 shall remain the same.
6. The Parties agree that the terms and conditions of this Agreement shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network; e.g., this Agreement specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another.
7. There shall be no retroactive application of any provision of this Amendment prior to the effective date of an adopting carrier's agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any



orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

Cellular South, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T Alabama,
AT&T Florida, AT&T Mississippi and AT&T Tennessee by
AT&T Services, Inc., its authorized agent

Signature: Benj C. Pace

Signature: Pat Doherty

Name: Benjamin C. Pace
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: CFO
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 12/5/12

Date: 12-11-12

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	FL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	MS	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk