
SECTION 5 – PORT TERMINATION

5. General (Cont'd)

- 5.8 Notwithstanding Sections 5.5, and 5.6, if LEC has located equipment in a TCG CO for the purpose of providing TCG exchange access service and such equipment has spare capacity, then AT&T may specify that the spare capacity of such equipment be used to deliver Interconnection Traffic before additional equipment is installed under the terms set forth in this tariff and the effective IC Agreement between TCG and LEC.
- 5.9 TCG agrees to provide site support services as follows:
- 5.9.1 TCG will design, engineer, furnish, install, and maintain cable racks for LEC's use.
 - 5.9.2 TCG will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which TCG will supply DC power to LEC.
 - 5.9.3 TCG will provide common use convenience outlets (120V) as required for test equipment, etc. within Licensed Space.
 - 5.9.4 TCG will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that TCG maintains for its own similar equipment.
- 5.10 TCG will specify the location and dimensions of the Licensed Space and at its sole discretion will specify any physical or space separation requirements.
- 5.11 LEC will use the Space Licenses solely for the purpose of delivering its Interconnection Traffic to TCG, so that TCG may complete such calls.
- 5.12 Upon reasonable advance notice and for the limited purpose of performing work for which LEC is responsible, TCG licenses LEC to enter and exit the Licensed Space through portions of the TCG CO as designated by TCG. Unless a service outage is occurring or appears to be imminent, LEC shall perform its work in the TCG CO during regular business hours as designated from time to time by TCG.
- 5.13 LEC shall either furnish to TCG, and keep current, a written list of all LEC's employees and TCG approved contractors authorized to enter the Equipment Space, or provide a twenty four (24) hour local or toll-free telephone number which TCG can use to verify the authority of such persons. LEC shall also furnish to TCG, and keep current, samples of the identifying credentials to be carried by such persons. TCG will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. LEC hereby releases TCG, TCG's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom TCG has admitted in good faith to the TCG CO.
- 5.14 While in the TCG CO, employees of LEC and its contractors must comply at all times with TCG's security and safety procedures and requirements. TCG may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with TCG's procedures and requirements after being notified of them.
- 5.15 LEC will be responsible for selecting its contractors and causing their compliance with this tariff.