

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by the applicable **SBC** Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Collocator.

2. DEFINITIONS

- 2.1 **“Approved Vendor”** is a vendor who is qualified by SBC-13STATE for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.
- 2.2 **“Active Central Office Space”** denotes the existing, central office switch room space, which can be designated for virtual collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment.
- 2.3 **“Application Fee”** includes the costs incurred by SBC-13STATE to process the Collocator’s application for virtual collocation arrangements.
- 2.4 **“Augment”** is a request from the Collocator to add equipment, cable, and/or Collocation services to (1) a pending Virtual Collocation arrangement which is more than fifteen (15) calendar days into the construction interval or (2) an existing Virtual Collocation arrangement.
- 2.5 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in SBC-13 STATE location, for purposes of interconnection or access to Unbundled Network Elements (UNEs).
- *2.6 **“Delivery Date”** is the date upon which the Collocator or Requesting Carrier will be provided the functional collocated space by SBC-13STATE.
- 2.7 **“Eligible Structure”** is (1) a SBC-13STATE central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SBC-13STATE

* This Section 2.6 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

that houses its network facilities, or (3) a structure that houses SBC-13STATE transmission facilities on public rights-of-way.

- 2.8 **“Entrance Fiber Facility”** is an arrangement when a Collocator provided single mode fire retardant dielectric fiber optic cable that extends from the SBC-13STATE designated manhole into the SBC-13STATE Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the SBC-13STATE Eligible Structure, if available.
- 2.9 **“Fiber Distribution Frame (FDF)”** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.
- 2.10 **“Functional”**-The virtual collocation arrangement is functional when SBC-13STATE has completed construction and provisioning of the virtual collocation arrangement in accordance with the requesting carrier’s application and the virtual collocation arrangement is made available to the carrier.
- 2.11 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.12 **Infrastructure Systems** - Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.13 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the SBC-13STATE, which is located on the SBC-13STATE CLEC ONLINE Web-Site (<https://clec.sbc.com>).
- 2.14 **Project Management Fee”** reflects SBC-13STATE labor costs to manage the provisioning of the individual Collocator's space requirements for a particular virtual collocation space request. This fee is applicable upon submission of an application.
- 2.15 **“Technically Feasible”** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant

technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in SBC-13STATE's Eligible Structures that such an arrangement is technically feasible.

2.16 “**Virtual Collocation**” is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which SBC-13STATE will provide Virtual Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, SBC-13STATE shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SBC-13STATE. To the extent that SBC-13STATE has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by SBC-13STATE.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:

3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, SBC-13STATE will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, SBC-13STATE will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) after space turnover, then the Collocator (forfeits) all charges collected to date by SBC-13STATE and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, SBC-13STATE will provide Virtual Collocation to Collocator for the purpose of interconnecting to SBC-13STATE network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to SBC-13STATE Unbundled Network Elements (“UNEs”) for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96).

*4.2 In the case of SBC-13STATE Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. It must use an SBC-13STATE Approved Vendor to perform the installation of such in the SBC-13STATE Eligible Structure. The Collocator's SBC-13STATE Approved Vendor will be permitted access to the SBC-13STATE Main Distribution Frame or its equivalent for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an SBC-13STATE Approved Power Installation Vendor to place power cable leads from the Collocator's dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. SBC-13STATE will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual

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Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by SBC-13STATE. Billing will begin on the Eligible Structure for recurring charges on the day after SBC-13STATE issues notice to the Collocator that the Virtual Collocation Arrangement is available for Collocator's use.

- 4.2.1 Collocator will install their own bay(s) by an SBC-13STATE Approved Vendor. SBC-13STATE will provide space for the bay(s) in either a Standard Bay arrangement of 10-sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:
 - 4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.
 - 4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.
 - 4.2.1.3 SBC-13STATE prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.
 - 4.2.1.4 At SBC-13STATE option, where an individual standard bay owned by SBC-13STATE in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.
- 4.2.2 Virtual Collocation is available at SBC-13STATE Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.
- 4.2.3 SBC-13STATE will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.
- 4.2.4 SBC-13STATE will designate upon request the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc.
 - 4.2.4.1 SBC-13STATE standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".
 - 4.2.4.2 SBC-13STATE non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior

width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".

- 4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a physical collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.
- 4.2.6 The Collocator is responsible for all alarm monitoring of their virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SBC-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.
- 4.2.7 Virtual Collocation is ordered as set forth in SBC-13STATE Virtual Interconnector's Collocation Services Handbook or like document found on the SBC-13STATE CLEC ONLINE Web-Site for Virtual Collocation. SBC-13STATE will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of Collocators.
- 4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same SBC-13STATE wire center provided the Collocators are interconnected with SBC-13STATE network. Available connections include copper cable, coaxial cable, and fiber optic cable.
- 4.2.8.1 SBC-13STATE will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. SBC-13STATE shall permit Collocator's SBC-13STATE Approved Vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that SBC-13STATE imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from SBC-13STATE.

5. SPACE AVAILABILITY

- 5.1 At the request of Collocator, SBC-13STATE will provide space for Virtual Collocation as described above. SBC-13STATE is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual

Collocation is not technically feasible, SBC-13STATE will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 SBC-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a “first-come, first-served” basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by SBC-13STATE. SBC-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If SBC-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, SBC-13STATE shall advise Collocator of any deficiencies within this ten- (10) calendar day period. SBC-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies.

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, SBC-13STATE shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, and 47 CFR Part 51, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all Applicable Laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R.

6.2 (Reserved).

6.3 (Reserved).

6.4 (Reserved).

6.5 (Reserved).

6.6 (Reserved).

6.7 (Reserved).

- 6.8 (Reserved).
- 6.9 SBC-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.10 All types of equipment placed in SBC-13STATE Eligible Structures by Collocators must meet the SBC-13 STATE minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with SBC-13STATE LEC document TP76200MP; network equipment power, grounding, environmental, and physical design requirements, Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998 with no known history of safety problems.
- 6.11 SBC-13STATE will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SBC-13STATE applies to its own network equipment. SBC-13STATE will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.
- 6.12 In the event that SBC-13STATE denies Collocation of Collocator's equipment, citing minimum safety standards, SBC-13STATE will provide within five (5) business days of Collocator's written request to SBC-13STATE representative(s), a list of SBC-13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such SBC-13STATE equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise. The affidavit must set forth in detail the exact safety requirement that the Collocator's equipment does not satisfy; SBC-13STATE's basis for concluding that the Collocator's equipment does not meet this safety requirement; and SBC-13STATE's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.
- 6.13 In the event Collocator submits an application requesting collocation of certain equipment and SBC-13STATE determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by SBC-13STATE, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If SBC-13STATE determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum

safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) days written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

- 6.14 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE** personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to virtually collocate equipment, Collocator must submit a Virtual Collocation Application with the applicable Application and Project Management Fees. A copy of the Virtual Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site. The Virtual Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.

- 7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

- 7.3 Recurring/Non-Recurring charges - Collocator shall pay **SBC-13STATE** all associated non-recurring and recurring charges for use of the Virtual Collocation Space. These charges may be generated on an ICB basis or may be contained in the state specific Appendix Pricing attached. The recurring monthly charges for each Virtual Collocation space shall stay fixed for the term of this Agreement unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

- 7.3.1 An ICB quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space where a state specific rate element does not exist in the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB will be subject to true-up one hundred-twenty (120) days following the job completion date.
- 7.4 **Payment of Space Preparation/Site Preparation** - Prior to any obligation on **SBC-13STATE** to start any preparation of the Virtual Collocation space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.
- 7.5 **Occupancy Conditioned on Payment** - **SBC-13STATE** shall not permit Collocator's **SBC-13STATE** Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until **SBC-13STATE** is in receipt of complete payment of the non-recurring and any custom work charges.
- 7.6 **Breach Prior to Commencement Date** - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Virtual Collocation space but before **SBC-13STATE** has been paid the entire amounts due under this Article, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.
- 7.7 **Late Payment Charge** - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE** General Terms and Conditions (GT&C) attached.
- 7.8 **Charges will begin to accrue on the Effective Billing Date** The Effective Billing Date is the date **SBC-13STATE** finished construction in accordance with the Collocator's application and Collocator has accepted the collocation space. Collocator cannot refuse to accept the collocation space if the space is completed to specifications per the Collocator's collocation order. Exceptions noted by Collocator causing payment

refusal will be identified by Collocator per the terms of Section 11, Appendix Virtual Collocation.

7.9 (Reserved).

7.10 **SBC-13STATE** shall ensure that the Virtual Collocation space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of **SBC-13STATE**.

8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.3 Collocator's equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.

8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation space shall not interfere with or impair service over **SBC-13STATE**

network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

- 8.5 In no case shall Collocator's SBC-13STATE Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation space or the Eligible Structure without the advance written permission or direction of SBC-13STATE. SBC-13STATE shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that SBC-13STATE shall have the right to reject or modify any such request. SBC-13STATE will perform any such construction, and the associated cost shall be paid by Collocator in accordance with SBC-13STATE then-standard custom work order process or ICB.

9. COLLOCATOR RESPONSIBILITIES

- 9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to SBC-13STATE UNEs including, without limitation, the following:
- 9.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).
 - 9.1.2 All provisioning of virtually collocated equipment.
 - 9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.
 - 9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.
 - 9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an SBC-13STATE Approved Vendor or Manufacturer. Escort charges will apply.
 - 9.1.6 All training as specified in Section 9.14.
 - 9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an SBC-13STATE Approved Vendor or Manufacturer. Escort charges will apply.

- 9.1.8 A storage cabinet or designated shelves for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by **SBC-13STATE** to maintain and repair virtually collocated equipment. The Collocator should indicate on the front equipment view drawing that is submitted with the Virtual Collocation Application, the Collocator's storage requirements.
- 9.1.9 Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and **SBC-13STATE** Main Distribution Frame or its equivalent by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to placement and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.
- 9.1.10 Procurement and placement of power cable leads by **Collocator's SBC-13STATE** Approved Power Installation Vendor from the dedicated space to **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Additional requirements relating to placements of power cable leads is set forth in Section 10.6 of this Appendix.
- 9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply.
- 9.2.1 Once when beginning the initial equipment installation.
- 9.2.2 Once during the middle of the equipment installation.
- 9.2.3 Once at turn-up completion of such equipment installation.
- 9.2.4 One (1) general visit per calendar year.
- 9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation space and the purpose of performing an audit on the installed equipment completed by an **SBC-13STATE** Approved Vendor prior to turn-up.)
- 9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.
- 9.3 Collocator's **SBC-13STATE** Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

- 9.4 When Collocator requires additional capacity, a collocation augment application is required. For augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.
- 9.4.1 For either an initial installation or an augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully equip the bay.
- 9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.
- 9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.
- 9.4.4 Collocator will be responsible for capacity management of the equipment placed.
- 9.5 After the initial installation, or an augment, **SBC-13STATE** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an **SBC-13STATE** Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **SBC-13STATE** to perform the installation, routine maintenance, or to escort the **SBC-13STATE** Approved Vendor, whichever applies. If the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.
- 9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.
- 9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by **SBC-13STATE** as described in Section 14.
- 9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **SBC-13STATE** that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **SBC-13STATE** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.

- 9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on SBC-13STATE property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to SBC-13STATE to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. SBC-13STATE shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by SBC-13STATE to repair and maintain Collocator's virtually collocated equipment. SBC-13STATE shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, SBC-13STATE technician shall confirm to Collocator representative when SBC-13STATE has used a circuit pack/plug-in or other types of replacement parts or equipment. SBC-13STATE shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.
- 9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the SBC-13STATE central office or SBC-13STATE designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.
- 9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to SBC-13STATE for Virtual Collocation.
- 9.12 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:
- 9.12.1 Escalation documentation.
- 9.12.2 Test and acceptance package as described in the SBC ILEC's installation testing standards and requirements located on the SBC-13STATE CLEC ONLINE Web-Site.
- 9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.

- 9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g., augments, trouble reports, emergency contact). Collocator will keep this information current.
- 9.13 To the extent known, the Collocator can provide non-binding forecasted information to SBC-13STATE on anticipated additional Virtual Collocation requirements. Non-binding forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.
- 9.14 SBC-13STATE will identify the training needs of SBC-13STATE personnel from the list of equipment received by the Collocator on the SBC-13STATE Virtual Application Form. The Collocator will be responsible for training SBC-13STATE personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by SBC-13STATE in the Eligible Structure; or (b) SBC-13STATE technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by SBC-13STATE, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. SBC-13STATE will contact Collocator with the required number of SBC-13STATE personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:
- 9.14.1 Arrange and pay to the training supplier, all costs for the training sessions, including required course material, transportation, and lodging.
- 9.14.2 Pay all costs associated with lodging, transportation, employees labor rate for time away from job, and per diem, if applicable that is required for SBC-13STATE employee to attend training.
- 9.14.3 SBC-13STATE may require additional training requirements to adequately provide 7 X 24-hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. SBC-13STATE will notify the Collocator when applicable.
- 9.14.4 Training may be provided on-site when possible.
- 9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by SBC-13STATE and additional training is necessary.
- 9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.

- 9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by SBC-13STATE.
 - 9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.
 - 9.14.5.4 Training when updates of technical publications or equipment information are issued.
 - 9.14.5.5 SBC-13STATE will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, SBC-13STATE is responsible for employee attendance.
- 9.15 Collocator will provide remote, real-time network technical support, guidance and direction to SBC-13STATE for all collocated facilities and equipment using on-line telephone support.
- 9.16 Collocator is responsible for coordinating with SBC-13STATE to ensure that services are installed in accordance with a service request.
- 9.17 Collocator's SBC-13STATE Approved Vendor will, whenever possible, begin installation of the Collocator's equipment in the Virtual Collocation space within thirty (30) calendar days of space turnover or as mutually agreed between the Parties. Collocator's SBC-13STATE Approved Vendor must complete installation of Collocator equipment in the Virtual Collocation Space and interconnect to SBC-13STATE network or to its UNEs within one hundred eighty (180) calendar days after space turnover. If Collocator fails to do so, SBC-13STATE may, upon notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to SBC-13STATE network or a SBC-13STATE UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

- 10.1 SBC-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:
- 10.1.1 Ensuring that the Collocator's SBC-13STATE Approved Vendor meets required safety standards as contained in TP76200MP and SBC ILEC's standards and requirements for equipment and facility installations.

- 10.1.2 **SBC-13STATE** placement of Collocator's fiber into an **SBC-13STATE** Eligible Structure.
- 10.1.3 Location and completion of all splicing.
- 10.1.4 Completion of installation of equipment and facilities.
- 10.1.5 Removal of above facilities and equipment.
- 10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.
 - 10.2.1 **SBC** ILEC's TP 76200MP standards for network equipment, power, grounding, environmental, and virtual design, and any successor document(s), including as such may be modified at any time and from time to time.
 - 10.2.2 **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.
 - 10.2.3 **SBC** ILEC's standards and requirements for equipment and facility installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.
 - 10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.
 - 10.2.5 The **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are not incorporated herein but are available on the appropriate **SBC-13STATE** CLEC ONLINE Web-Site.
- 10.3 If the **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:
 - 10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) days after such amendment is released by **SBC-13STATE**, except for those specific

amendments to which Collocator objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Appendix. If neither Party invokes those procedures, the modification is deemed effective and applicable.

10.3.2 If a modification is made after this Agreement becomes part of an effective “Statement of Generally Available Terms and Conditions” or similar document for SBC-13STATE (and the modification has not been included in a change to that “Statement” or this Appendix), then SBC-13STATE will provide Collocator with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of Collocator’s Virtual Collocation Application. Any Collocator objection to those modifications must be received by SBC-13STATE by the thirtieth (30th) day after their receipt by Collocator. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 10.3.1 shall apply.

10.3.3 Notwithstanding Sections 10.3.1 and/or 10.3.2, any modification made to address situations potentially harmful to SBC-13STATE or another’s network, equipment, or facilities, the Eligible Structure, the Virtual Collocation space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. SBC-13STATE will immediately notify Collocator of any such modification.

10.4 SBC-13STATE shall provide an interconnection point or points, physically accessible by both SBC-13STATE and Collocator (typically a SBC-13STATE manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that SBC-13STATE will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by SBC-13STATE and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; SBC-13STATE will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for SBC-13STATE cable facilities and at which space is available for new facilities in at least two of those entry points.

10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by SBC-13STATE, and

- 10.4.2 for leaving sufficient cable length in order for **SBC-13STATE** to fully extend such Collocator-provided cable to the vault.
- 10.4.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable if first approved by the appropriate State Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.
- 10.5 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and SWBT Main Distribution Frame or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC ILEC's** standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE's** Main Distribution Frame or its equivalents for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.
- *10.6 Unless otherwise expressly agreed in writing, where the Collocator has entered into an agreement with **SBC-13STATE** to virtually collocate its equipment, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. Where the Collocator has entered into an agreement with **SBC-13STATE** to virtually collocate, the Collocator shall be fully responsible for cabling, and shall contract with an **AM-WI** Approved Vendor to provide the same. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE**'s substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even

* This Section 10.6 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

though circuit design is based on peak current, DC power plant design sizing by the SBC-13STATE's is based on demand management. SBC-13STATE will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's SBC-13STATE approved vendor will supply and place the power cable leads from the dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. SBC-13STATE will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned SBC-13STATE Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement.

- 10.6.1 The Collocator's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC-13STATE standards and requirements for installation of equipment and facilities.
- 10.7 SBC-13STATE will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that SBC-13STATE provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.
- 10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or SBC-13STATE under the custom work order process or ICB, including payment requirements prior to the installation of the regeneration equipment.
- 10.9 Collocator and SBC-13STATE are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 10.10 SBC-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.
- 10.11 SBC-13STATE agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation space.
- 10.12 Collocator and SBC-13STATE are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

- 10.13 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.
- 10.14 In the event **SBC-13STATE** determines it necessary for the Virtual Collocation space to be moved within the Eligible Structure in which the Virtual Collocation space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in **SBC-13STATE** sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.
- 10.15 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment and facilities from **SBC-13STATE** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **SBC-13STATE** shall be responsible for exercising reasonable caution when removing virtually collocated equipment. **SBC-13STATE** will only be responsible for damage done to such equipment caused by gross negligence on the part of **SBC-13STATE** or its contractors during the removal process. However, Collocators will indemnify and hold **SBC-13STATE** harmless for any damage done to virtually collocated equipment if **SBC-13STATE** permits the Collocator to hire an **SBC-13STATE** approved contractor to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.
- 10.16 Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within thirty (30) calendar days, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. **SBC-13STATE** and the Collocator will cooperatively manage the removal

process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC-13STATE instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

- 10.17 If Collocator fails to remove its equipment and facilities from the Virtual Collocation space within thirty (30) days after discontinuance of use, SBC-13STATE may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold SBC-13STATE harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SBC-13STATE.

11. TEST AND ACCEPTANCE

- 11.1 Collocator and SBC-13STATE will complete an acceptance walk-through visit of the Virtual Collocator's space prior to turning the Virtual Collocation space over to the Collocator's SBC-13STATE Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at SBC-13STATE expense.
- 11.2 Prior to powering up equipment, and after the frame connections and equipment have been installed, Collocator will schedule a pre-performance audit visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for auditing the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the audit that the installation is not compliant with specifications, Collocator may schedule an additional audit after corrective work has been performed. Collocator shall be responsible for coordination with its vendor to be at the site for audit acceptance testing and, when necessary, corrective work.
- 11.3 Two (2) business days prior to scheduled turn-up of the collocated equipment, the Collocator will arrange to deliver to the SBC-13STATE Central Office, or other pre-designated location by SBC-13STATE, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their SBC-13STATE Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.

- 11.3.1 Once the Collocator's equipment installation audit is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, **SBC-13STATE** will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.
- 11.4 All installations of equipment must be in accordance with the **SBC ILEC's** standards and requirements for equipment and facility installations and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review audit that the installation is not compliant with specifications, Collocator may schedule an additional audit after corrective work has been performed.
- 11.5 Collocator shall be responsible of coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.
- 11.6 Upon successful completion of the testing as described in Section 11.4 above, **SBC-13STATE** shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, **SBC-13STATE** will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.
- 11.7 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from **SBC-13STATE** to connect to the equipment.

12. DELIVERY INTERVALS

- *12.1 The delivery interval relates to the period in which **SBC-13STATE** shall construct and deliver to the Collocator the requested space. The delivery interval begins on the date

*Sections 12.1 and 12.2 in entirety are available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

SBC-13STATE receives an accurate and complete Virtual Collocation Application from the Collocator. The Collocator must provide the **SBC-13STATE**, within seven (7) days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the construction interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12th) day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until **SBC-13STATE's** receipt of the confirmatory response in writing from the Collocator with applicable fees. **SBC-13STATE** will complete construction of all Active Collocation Space requests for virtual collocation in accordance to the following:

<u>Number of Complete and Accurate Applications by One Collocator per state or region</u>	<u>Virtual Construction Intervals</u>
1 – 5	90 Days
6-10	95 Days
11-15	100 Days
16-20	105 Days

Should the Collocator submit twenty-one (21) or more applications within five (5) days, the construction interval will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

To complete the provisioning of a collocation arrangement, **SBC-13STATE** must finish construction in accordance with the requesting carrier's application and turn Functional space over to the requesting carrier.

- *12.2 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the Functional space being turned over to the Collocator. The Preliminary Point of Termination (PPOT) cable facility assignments will not be given to the Collocator by **SBC-13STATE** until all applicable non-recurring fees have been received and no earlier than fourteen (14) days before the space turn over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by **SBC-13STATE** until the delivery interval due date.
- 12.3 Any revision(s) made on an existing Virtual Collocation Application must be submitted on a new Virtual Collocation Application form. When the revision(s) are submitted by the Collocator prior to day fifteen (15) of the scheduled delivery interval, the application will be subject to review by **SBC-13STATE**. A new delivery interval date may be established extending the original delivery interval due date up to two (2)
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months when adding or changing telecommunications equipment, additional power requirements, interconnection termination additions and/or changes, and additional bay space requirements. The Collocator will be notified by **SBC-13STATE** if a new delivery interval is required. If any revision(s) submitted by the Collocator are made after day fifteen (15) of the scheduled delivery interval to a Virtual Collocation Application, the Collocator must re-submit such revision(s) as an Augment on a new Virtual Collocation Application. The augment delivery interval will start on the date the augment is received by **SBC-13STATE**.

12.4 **SBC-13STATE** will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments. The Collocator must submit a completed Virtual Collocation Application. For this reduced construction interval to apply, this application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges. In addition, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling. Virtual Collocation Application(s) received with the up-front payment and meeting the criteria below will not require a quote or response and the construction interval will not exceed sixty (60) calendar days.

- 168 DS1's connections and/or
- 48 DS3's connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber connections

These Augments will apply only when the Collocator provides a complete and accurate Virtual Collocation Application and the applicable fees. The job must be an Augment for an existing Virtual Collocation arrangement and consist only of connections listed above.

For Augments in which the Collocator requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) days from receipt of accurate and complete application for such augment along with the Application Fee and fifty percent (50%) of all applicable nonrecurring charges. For all other Augments, **SBC-13STATE** will work cooperatively with Collocator to negotiate mutually agreeable construction intervals.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

13.1 Except in emergency situations, and/or except when **SBC-13STATE** network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting **SBC-13STATE** LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, **SBC-13STATE** may perform necessary repairs without

prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by **SBC-13STATE**.

- 13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:
- 13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;
- 13.2.2 **SBC-13STATE** Eligible Structure's CLLI, circuit identification and/or telephone number;
- 13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);
- 13.2.4 A detailed description of the trouble;
- 13.2.5 The name and telephone number of the Collocator's employee who will cooperatively test with **SBC-13STATE** at no charge to **SBC-13STATE**; and
- 13.2.6 The type of the trouble.
- 13.3 When an **SBC-13STATE** technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the **SBC-13STATE** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.
- 13.4 **SBC-13STATE** is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by **SBC-13STATE** is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair **SBC-13STATE** owned equipment, **SBC-13STATE** can use this test equipment for test operations directed by the Collocator. **SBC-13STATE** assumes no liability for damage to Collocator's equipment caused by using **SBC-13STATE** test equipment. **SBC-13STATE** is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. **SBC-13STATE** is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.

- 13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's SBC-13STATE Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If SBC-13STATE, working with the Collocator believes that it would be helpful to have them on site to aid in troubleshooting, it will so request. Charges for an escort will apply in either situation.
- 13.6 The Collocator may request SBC-13STATE to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide SBC-13STATE with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.
- 13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's SBC-13STATE Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, SBC-13STATE shall perform repairs as described in Section 14 of this Appendix.
- 13.8 SBC-13STATE is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of SBC-13STATE personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

- 14.1 SBC-13STATE will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, SBC-13STATE agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a SBC-13STATE technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

- 14.1.1 **Priority 1 Tickets.** The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hours Monday through Friday between the hours of

5:01 p.m. to 7:59 a.m., Saturday and Sunday. A Priority 1 Ticket is issued for the following reasons:

14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

14.1.2 **Priority 2 Tickets**—The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:

14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by the Collocator as described in Section 9.8.

14.1.3 **Priority 3 Tickets**—The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:

14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.

14.1.4 **Priority 4 Tickets**—The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:

14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by Collocator's SBC-13STATE Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's SBC-13STATE Approved Vendor has a current existing Installation Agreement (IA) for the job in a central office. All jobs as described above that are performed by SBC-13STATE shall be requested and completed on a case by case basis.

14.2 Charges to install, repair, maintain and cooperatively test Collocator's equipment will be on a time and material basis.

15. CASUALTY LOSS

15.1 If the Eligible Structure is damaged by fire or other casualty, and:

15.1.1 The Virtual Collocation space is rendered non-tenantable in whole or in part, SBC-13STATE shall repair the same at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use; or

15.1.2 The Virtual Collocation space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, SBC-13STATE has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or SBC-13STATE opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. SBC-13STATE shall endeavor to relocate Collocator equipment to an alternative location.

15.2 Any obligation on the part of SBC-13STATE to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation space. Upon mutual agreement, when Collocator's space or equipment is damaged, the Collocator may arrange a visit to inspect the condition and escort charges will apply.

15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, SBC-13STATE at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

16.1 Unless otherwise set forth herein, if Collocator is in material breach of this Agreement, and such breach shall continue for thirty (30) days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC-13STATE may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation space, forcibly if necessary, and there upon such Virtual Collocation Arrangement shall terminate, without prejudice to any other remedies SBC-13STATE might have. SBC-13STATE may

exercise this authority on an individual collocation space basis. SBC-13STATE may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

*17.1 Limitation – With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Collocation hereunder, the liability of SBC-13STATE, if any, shall not exceed an amount equivalent to the proportionate monthly charge to Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. CLEC acknowledges and understands that SBC-13STATE may provide space in or access to the Eligible Structure to other persons or entities (“Others”), which may include competitors of CLEC; that such space may be close to the Virtual Collocation arrangement, possibly including space adjacent to the Virtual Collocation arrangement and/or with access to the outside of the Virtual Collocation arrangement. In addition to any other applicable limitation, SBC-13STATE shall have absolutely no liability with respect to any action or omission by any Other, except to the degree of culpability of SBC-13STATE, whether any claimed SBC-13STATE liability arises in tort or in contract, as directly attributable to lapses in SBC-13STATE's building security. CLEC shall save and hold SBC-13STATE harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Others acting for, through, or as a result of CLEC.

17.1.1 Neither Party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

17.1.2 Neither Party shall have any liability whatsoever to the customers of the other Party for claims arising from the provision of the other Party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

17.1.3 The liability of either Party for its willful misconduct, if any, is not limited by this Appendix. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, SBC-13STATE

* This Section 17.1 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

17.1.4 **SBC-13STATE** shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall **SBC-13STATE** for its own act or omission hold liable any other carrier or customer providing a portion of a service.

17.1.5 When Collocator is provided service under this Appendix, **SBC-13STATE** shall be indemnified, defended and held harmless by Collocator against any claim, loss or damage arising from the customer's use of services offered under this Appendix, involving:

17.1.5.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

17.1.5.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by **SBC-13STATE** in connection with facilities or equipment furnished by the customer; or

17.1.5.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Appendix.

*17.2 **Third Parties** – CLEC acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of CLEC's; that such space may be close to the Virtual Collocation space, possibly including space adjacent to the Virtual Collocation space and/or with access to the outside of the virtual collocation space. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, except to the degree of culpability of **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. CLEC shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of CLEC.

18. INDEMNIFICATION OF **SBC-13STATE**

* This Section 17.2 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

- 18.1 CLEC's use of the dedicated collocation space, and both Parties' conduct of their business or any activity, in or about the dedicated collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.
- *18.2 In addition to the insurance requirements set forth in the General Terms and Conditions, CLEC must maintain all Risk Property coverage on a full replacement cost basis insuring all of CLEC's personal property situated on or within the Eligible Structure. CLEC releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to CLEC when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin except as provided in this Appendix. Property insurance on CLEC's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to CLEC's fixtures or personal property are hereby waived except as provided in this Appendix. CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing the limitation of liability in this Appendix for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

19. NOTICES

- 19.1 Except in emergency situations, **SBC-13STATE** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC-13STATE** or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation space or in the general area of the AC and DC power plants which support the Virtual Collocation space.
- 19.2 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Virtual Collocation space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation space. Notification of any

* This Section 18.2 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.

19.3 **SBC-13STATE** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the

date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)
Account Manager - Collocation
2600 N. Central Expressway
6th Floor
Richardson, TX 75080

If to (IL, IN, MI, OH, WI)
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator:
First Communications, LLC
Manager Regulatory Affairs
3340 West Market Street
Akron, OH 44333
Fax Number: (330) 835-2330

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return

receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)

CSC

2600 North Central Expressway,

6th floor,

Richardson, Texas 75080

If to (IL, IN, MI, OH, WI)

Account Manager - Collocation

350 N. Orleans St., 5th Flr.

Chicago, Illinois 60654

If to Collocator

First Communications, LLC

Manager Regulatory Affairs

3340 West Market Street

Akron, OH 44333

Fax Number: (330) 835-2330

20. INSURANCE

- 20.1 Collocator shall furnish SBC-13STATE with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions, and state the types of insurance and policy limits provided by Collocator. SBC-13STATE shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S).

- 20.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases SBC-13STATE from and waives any and all right of recovery, claim, action or cause of action against SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any

rights of Collocator against SBC-13STATE for damage to Collocator's fixtures or personal property are hereby waived except as provided for in this Appendix. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

- 20.2 The limits set forth in this Section may be increased by SBC-13STATE from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SBC-13STATE structure.
- 20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SBC-13STATE.
- 20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.
- 20.5 Collocator shall submit certificates of insurance and policy binders reflecting the coverages specified above prior to, and as a condition of, SBC-13STATE's obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure pursuant to Sections 3.7 and 3.7.3. Collocator shall arrange for SBC-13STATE to receive thirty- (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 20.6 Collocator must also conform to recommendations made by SBC-13STATE's Property Insurance Company, if any, unless a recommendation is also applicable to SBC-13STATE and SBC-13STATE does not so conform in the Eligible Structure where the Virtual Collocation space is located.
- 20.7 Failure to comply with the material provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTION OF SERVICE AND PROPERTY

- 21.1 SBC-13STATE shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 22.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and consistent with Applicable Law.