

# **APPENDIX PHYSICAL COLLOCATION**

**TABLE OF CONTENTS**

1. INTRODUCTION.....3

2. DEFINITIONS .....3

3. PURPOSE AND SCOPE OF AGREEMENT .....7

4. GENERAL OFFERINGS .....8

5. SPACE AVAILABILITY.....17

6. ELIGIBLE EQUIPMENT FOR COLLOCATION .....20

7. PHYSICAL COLLOCATION SPACE CHARGES .....24

8. USE OF PHYSICAL COLLOCATION SPACE .....26

9. COLLOCATOR RESPONSIBILITIES .....28

10. COOPERATIVE RESPONSIBILITIES.....31

11. TEST AND ACCEPTANCE .....37

12. DELIVERY INTERVALS .....37

13. SECURITY.....40

14. CASUALTY LOSS .....42

15. REMOVAL OF EQUIPMENT.....43

16. LIMITATION OF LIABILITY.....43

17. INDEMNIFICATION OF SBC-13STATE.....45

18. OSHA STATEMENT.....45

19. NOTICES .....46

20. INSURANCE.....47

21. PROTECTION OF SERVICE AND PROPERTY .....49

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....51



## APPENDIX PHYSICAL COLLOCATION

### 1. INTRODUCTION

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

### 2. DEFINITIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 2.6 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.7 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.8 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

- 2.9 **“Active Central Office Space”** denotes the existing, central office switchroom space, which can be designated for physical collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete and unused equipment.
- 2.10 **“Adjacent Structure”** is a Collocator provided structure at **SBC-13STATE’s** Premises adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.11 **“Application Fee”** includes the costs incurred by **SBC-13STATE** to process the Collocator’s application for physical collocation arrangements.
- 2.12 **“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.
- 2.13 **“Augment”** is a request from the Collocator to add equipment, cable, and/or Collocation services to (1) a pending Physical Collocation arrangement which is more than fifteen (15) calendar days into the construction interval or (2) an existing Physical Collocation arrangement.
- 2.14 **“Caged Physical Collocation”** is a cage or similar structure (not including a top) enclosing Collocator’s physical collocation space in which a Collocator may install its telecommunications equipment.
- 2.15 **“Cageless Physical Collocation”** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.
- 2.16 **“Collocation Area for Physical Collocation”** is the common area providing access to an area surrounding the Collocator’s Physical Collocation Space *as well as the Physical Collocation Space dedicated to Collocators.*
- 2.17 **“Collocation Interconnection Power Panel (CIPP)”** is a DC Power panel for Power termination. *Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage* See also 9.6.6.
- 2.18 **“COBO”** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a collocation arrangement (Physical Collocation Space) in **SBC-AMERITECH.**

- 2.19 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in SBC-13STATE location, for purposes of Interconnection with SBC-13STATE or access to Unbundled Network Elements (UNE).
- 2.20 **“Delivery Date”** is the date upon which the Collocator or Requesting Carrier will be provided the collocated space or Dedicated Collocation Space in SBC-AMERITECH.
- 2.21 **“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 that houses its network facilities, or (3) a structure that houses SBC-13STATE transmission facilities on public rights-of-way (i.e. CEVs, Huts and Cabinets).
- 2.22 **“Engineering Design Charge”** is the cost for SBC-MOKA employees to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.
- 2.23 **“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.
- 2.24 **“Extraordinary Costs”** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in SBC-AMERITECH.
- 2.25 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.26 **Infrastructure Systems** - Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC 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.

- 2.27 **“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-13STATEs** which is located on either the web-site (<http://tcnet.ameritech.com/>) or (<https://clec.sbc.com/>).
- 2.28 **“Non Standard Collocation Request (NSCR)”** in **SBC-AMERITECH**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.29 **“Occupancy date”** is the date that **SBC-AMERITECH** may begin billing recurring charges and the Dedicated Collocation Space is made available for occupancy by the Collocator or Requesting Carrier.
- 2.30 **“Other Central Office Space”** denotes the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.
- 2.31 **“Physical Collocation”** is as defined in Section 4 of this Appendix.
- 2.32 **“Physical Collocation Space”** is the space provided for the Collocator’s physical collocation arrangement located within an **SBC-13STATE** Eligible Structure.
- 2.33 **“Point of Termination (POT)”** denotes the point of demarcation, within an Eligible Structure at which the **SBC-13STATE** responsibility for the provisioning of service ends.
- 2.34 **“Premises”** means **SBC-13STATE's** central offices and serving wire centers; all buildings or similar structures owned, leased or otherwise controlled by **SBC-13STATE** that house its network facilities; all structures that house **SBC-13STATE** facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by **SBC-13STATE** that is adjacent to these central offices, wire centers, buildings and structures.
- 2.35 **“Preparation Charges”** are the charges applicable to the preparation of **SBC-AMERITECH** Premises for Collocation, including any COBO charges, cage enclosure charges, and extraordinary charges or expense.

- 2.36 **“Project Management Fee”** reflects SBC-13STATE’s labor costs to manage the provisioning of the individual Collocator’s space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.
- 2.37 **“Shared Physical Collocation Cage”** is a caged Physical Collocation Space that is shared by two or more Collocators within the SBC-13STATE’s Eligible Structure.
- 2.38 **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.
- 2.39 **“Unbundled Network Element (UNE)”** is as defined in the Act.
- 2.40 **“Unused Space”** denotes any space in the Eligible Structure which is not occupied by SBC-13STATE personnel and/or occupied by or reserved for SBC-13STATE network equipment including affiliates and third parties. Denotes space that is vacant and does not contain SBC-13STATE equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space. May also be used to denote space within a specific Collocator’s area that is not occupied by or reserved for Collocator’s equipment. (See also sections 4.1.2.1, 4.1.3.1 and 5.12)

### 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 Physical 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.
- 3.2.3 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar 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 Physical Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Physical Collocation to Collocator for the purpose of interconnection or for obtaining access to Unbundled Network Elements (“UNEs”) for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Physical 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).

#### 4.1.1 Caged Physical Collocation

4.1.1.1 In the SBC-13STATE's, Collocator may apply for Caged Physical Collocation in initial and subsequent increments of fifty (50) square feet. Space totaling less than fifty (50) square feet will be provided where technically feasible. The caged serving arrangement is an area designated by SBC-13STATE within an Eligible Structure to be used by a Collocator for the sole purpose of installing, maintaining and operating Collocator provided equipment. SBC-13STATE will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. SBC-13STATE will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space in accordance with any applicable state commission-approved allocation method, and in any event so the first Collocator in an SBC-13STATE premise will not be responsible for the entire cost of site preparation. Unless otherwise ordered or approved by the state commission, Collocator will not be responsible for any costs incurred by SBC-13STATE that are not directly attributable to Collocator's collocation request (i.e., costs incurred to accommodate the needs of SBC13-STATE or other Collocators).

#### 4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, SBC-13STATE shall provide Collocator Shared Caged Collocation in any Unused Space. **"Shared Caged Collocation"** is caged Physical Collocation Space shared by Collocator and one or more other Collocators pursuant to terms and conditions agreed upon by such carriers.

4.1.2.1.1 A Collocator may request that SBC-13STATE provide Shared Caged Collocation via a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space (**"New Shared Collocation"**) or a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation (**"Subleased Shared Collocation"**). In each Shared Caged Collocation arrangement, SBC-13STATE's single point of contact

(SPOC) with respect to such arrangement shall be referred to as the "**Primary Collocator**". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "**Resident Collocator**". An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- 4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators may request space in single bay increments. Resident Collocators shall request New Shared Collocation from **SBC-13STATE** in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. When making New Shared Collocation available, **SBC-13STATE** shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating Collocator. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to construct the shared Collocation cage or condition the space for Collocation use among the

Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a **SBC-13STATE** premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **SBC-13STATE** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **SBC-13STATE** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and

designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- 4.1.2.1.3 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 4.1.2.1.4 The Primary Collocator represents and warrants to **SBC-13STATE** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by **6.1** and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s unbundled Network Elements. **SBC-13STATE** shall provide Collocator access to **SBC-13STATE**'s unbundled Network Elements and permit Collocator to Interconnect its network with **SBC-13STATE** from Shared Caged

Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **SBC-13STATE** shall have no obligation to provide Collocator's Resident Collocators access to **SBC-13STATE**'s unbundled Network Elements or **SBC-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **SBC-13STATE**.

4.1.2.1.5 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees **SBC-13STATE** the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. **SBC-13STATE** shall bill the new Primary Collocator any applicable charges to change **SBC-13STATE**'s records and databases to reflect such new Primary Collocator.

#### 4.1.3 Cageless Physical Collocation

4.1.3 Subject to technical feasibility and security requirements set forth *to the terms and conditions* in this Agreement **SBC-13STATE** will allow Collocator to collocate in any Unused Space in **SBC-13STATE**'s Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to Collocator's Physical Collocation Space. **SBC-13STATE** will designate the space to be used for cageless collocation. **SBC-13STATE** may require Collocator to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's use, and once inside the building, **SBC-13STATE** must permit Collocator to have direct access to their equipment.

- 4.1.3.1 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:
- 4.1.3.2 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.
- 4.1.3.3 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.
- 4.1.3.4 **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.
- 4.1.3.6 **SBC-13STATE** may not require Collocator to use an intermediate interconnection arrangement (e.g., a POT bay) in lieu of direct connection to **SBC-13STATE**'s network if technically feasible. **SBC-13STATE** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **SBC-13STATE** equipment in its own cage, and other reasonable security measures examples of which are described herein.
- 4.1.3.7 **SBC-13STATE** must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in increments small enough to collocate a single rack, or bay, of equipment. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space in accordance with any applicable state commission-approved allocation method, and in any event the first Collocator in an **SBC-13STATE** premise will not be responsible for the entire cost of site preparation. Unless otherwise ordered or approved by the state commission, Collocator will not be responsible for any costs incurred by **SBC-13STATE** that are not directly attributable to Collocator's collocation request (i.e., costs incurred to accommodate the needs of **SBC13-STATE** or other Collocators). **SBC-13STATE** will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack

space required to mount the Collocator's equipment including any space required for equipment separation and heat dissipation).

#### 4.1.4 Adjacent Structure Collocation

- 4.1.4.1 When space is legitimately exhausted inside an **SBC-13STATE** Eligible Structure, **SBC-13STATE** will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) located at **SBC-13STATE's** Premises to the extent technically feasible. **SBC-13STATE** will permit Collocator or a third party to construct or otherwise procure such Adjacent Structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and any **SBC-13STATE** right to exercise reasonable and nondiscriminatory control over the design, construction, and placement of such Adjacent Structures. **SBC-13STATE** will allow the Collocator to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **SBC-13STATE** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet forecasted –building growth requirements. **SBC-13STATE** will assign the location where the Adjacent Structure will be placed on a reasonable and nondiscriminatory basis
- 4.1.4.2 When requested, **SBC-13STATE** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office power source. When power requirements are beyond these office capacities and distance limitations, **SBC-13STATE** will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **SBC-13STATE** will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination

requirements as other physical collocation arrangements in this Agreement

- 4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, **SBC-13STATE** will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead **SBC-13STATE** will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.
- 4.2 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis (Unique Collocation Arrangement or NSCR). When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If **SBC-13STATE** refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.
- 4.3 The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame and/or other interconnection points 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 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. Check sections 10.5.4 and 10.6 of this appendix for further requirements.
- 4.4 **SBC-13STATE** shall permit Collocator to place its own connecting transmission facilities within **SBC-13STATE's** Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities from **SBC-13STATE**, subject to reasonable safety limitations.
- 4.5 **SBC-13STATE** shall allow a direct cable connection between 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.
- 4.5.1 **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 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 from **SBC-13STATE**.

## 5. SPACE AVAILABILITY

- 5.1 At the request of Collocator, **SBC-13STATE** will provide space for Physical Collocation as described above. **SBC-13STATE** is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, **SBC-13STATE** will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where **SBC-13STATE** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or 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 physical collocation arrangements in Eligible Structures and on its Premises on a “first-come, first-served” basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) 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 Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies.
- 5.2.1 When space for Physical Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for Physical Collocation in that Eligible Structure.
- 5.3 If **SBC-13STATE** contends space for Physical Collocation is not available in a Eligible Structure, **SBC-13STATE** must allow Collocator to tour the entire central office or

other Eligible Structure in question, not just the area in which space was denied, without charge, within ten (10) calendar days, or such later date as mutually agreed, of the receipt of **SBC-13STATE**'s denial of space. Prior to taking a tour, each representative must execute and deliver to **SBC-13STATE** a reasonable nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an **SBC-13STATE**'s Eligible Structure.

- 5.3.1 If Collocator disputes **SBC-13STATE**'s determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by **SBC-13STATE** and the Collocator. The engineer shall take into consideration **SBC-13STATE**'s planned use for the Eligible Structure under review and, to the extent it can be determined Collocator space and how it is used.
- 5.3.2 If **SBC-13STATE** denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, **SBC-13STATE** shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, **SBC-13STATE** or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.
- 5.4 **SBC-13STATE** will maintain a publicly available document, posted for viewing on **SBC-13STATE**'s Internet site(s), indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.
- 5.5 Upon request, **SBC-13STATE** must submit to the Requesting Carrier within ten (10) calendar days of the submission of the request a report indicating the available collocation space in a particular **SBC-13STATE** Eligible Structure. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. This report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. **SBC-13STATE** will provide a report for one (1) to five (5) requests in ten (10) calendar days and six (6) to twenty (20)

requests in twenty-five (25) calendar days. Should the Collocator submit more than twenty (20) requests at once for central offices where there is no current collocation or collocation forecasted, **SBC-13STATE** will provide the information on a scheduled basis of ten (10) additional offices every ten (10) calendar days.

- 5.5.1 In **SBC-13STATE**, reports shall be ordered via the Collocation order form and shall specifically identify the CLLI code of each Eligible Structure for which a report is ordered.
- 5.5.2 **SBC-13STATE** shall recover costs for the implementation of these reporting measures in a reasonable and nondiscriminatory manner and in accordance with any applicable state commission or FCC rules or orders.
- 5.6 **SBC-13STATE** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **SBC-13STATE** is not required to, unless otherwise expressly stated in this Agreement, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **SBC-13STATE** and Collocator shall not unreasonably warehouse forecasted space.
- 5.7 To the extent possible, **SBC-13STATE** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization, as provided *to the terms and conditions* in this Agreement
- 5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **SBC-13STATE** will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide **SBC-13STATE** with a two (2)-year, non-binding rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties. Collocator's failure to submit a timely forecast will not relieve **SBC-13STATE** of its obligation to comply with the provisioning intervals set forth in this Agreement.
- 5.9 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE**'s own specific future uses; provided, however that neither **SBC-13STATE** nor any of its affiliates may reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space reasonably needed for telecommunications equipment "turnaround" (e.g., the installation of new

equipment to replace then-existing equipment) and/or otherwise permitted or directed by applicable rule or order, **SBC-13STATE** will relinquish any space held for future use before denying a request for collocation on grounds of space limitations, unless **SBC-13STATE** proves to the Commission that collocation at that point is not technically feasible, including that space does not exist. In any such event, **SBC-13STATE** and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection

- 5.10 At the request of the Commission or Collocator, **SBC-13STATE** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. **SBC-13STATE** shall be permitted to recover the cost of removal and/or relocation of such equipment if **SBC-13STATE** incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).
- 5.11 **SBC-13STATE** may impose reasonable and nondiscriminatory restrictions on its provision of additional Unused Space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that **SBC-13STATE** shall not set a maximum space limitation on Collocator unless **SBC-13STATE** proves to the Commission that space constraints make such restrictions necessary.

## 6. **ELIGIBLE EQUIPMENT FOR COLLOCATION**

- 6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.
- 6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. CLEC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **SBC-13STATE** and CLEC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.

- 6.3 **SBC-13STATE** permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, SBC-13State voluntarily allows such CLEC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. CLEC may collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.
- 6.4 Reserved for future use.
- 6.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** voluntarily allows CLEC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by a CLEC identified and controlled (*i.e.*, CLEC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **SBC-13STATE's** network for the transmission and routing of telephone exchange service or exchange access or for access to the **SBC-13STATE's** unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and CLEC mutually agree to such collocation.
- 6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone" is defined as any equipment that can perform switching independently of other

switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; (3) equipment that is used solely, fundamentally, or predominately for switching and does not meet any of the above-described categories of equipment that **SBC-13STATE** voluntarily allows to be collocated; and (4) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

- 6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows CLECs to place in **SBC-13STATE** Eligible Structure certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, cabinets for spares, and potential other ancillary equipment may be placed in **SBC-13STATE's** premises, on a non-discriminatory basis, only if **SBC-13STATE** and CLEC mutually agree to such placement. CLEC may not place in **SBC-13STATE** premises ancillary equipment that would duplicate equipment used by **SBC-13STATE**, and/or functions performed by **SBC-13STATE**, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases, harm **SBC-13STATE's** ability to plan for and provide service to other customers including, but not limited to, other CLECs.
- 6.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an **SBC-13STATE** premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **SBC-13STATES** or (2) were requested by CLEC and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE's** agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

- 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 or on its Premises by Collocators must meet the **SBC-13STATE** minimum safety standards set forth *to the terms and conditions* in this Agreement. 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 the denial a list of **SBC-13STATE** equipment located at the premises in question together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeds the safety standard that **SBC-13STATE** contends Collocator's equipment fails to meet. The affidavit must set forth in detail: the exact safety requirement that Collocator's equipment does not satisfy; **SBC-13STATE**'s basis for concluding that 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 or, if possible, cure the noncompliance within ten (10) days of written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator need not remove such equipment pending the resolution of the dispute unless such equipment presents a demonstrable, immediate, and substantial threat to the safety of persons or property. 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.

## 7. **PHYSICAL COLLOCATION SPACE CHARGES**

### 7.1 **Physical Collocation Space**

7.1.1 For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application with the applicable Application and Project Management Fees. A copy of the Physical Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** web-site(s). The Physical 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 Physical 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 per month for use of the Physical Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing. The charges for each Physical Collocation Space shall stay fixed for the term of this Appendix unless modified upon (1) re-negotiation of the Interconnection Agreement, (2) through a proper exercise of MFN rights under 252(i) of the Act, and/or (3) through amendment to incorporate new rates approved by the Commission that are generally applicable (i.e., not CLEC-specific) for **SBC-13STATE** collocation offerings.

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR 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/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

- 7.4 Collocator shall pay its proportionate share of any reasonable security arrangements **SBC-13STATE** employs to protect **SBC-13STATE** equipment and ensure network reliability.
- 7.5 Payment of Preparation/Site Preparation/COBO Charge - Prior to any obligation on **SBC-13STATE** to start any preparation of the Physical Collocation space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the Preparation/Site Preparation/COBO Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator (“Custom Work”). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.
- 7.6 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator’s Physical Collocation Space until **SBC-13STATE** is in receipt of complete payment of the Preparation Charge and any Custom Work charges and/or applicable COBO.
- 7.7 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 Physical Collocation Space but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, 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.
- 7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE**’s intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.
- 7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date **SBC-13STATE** made the Physical Collocation Space available to Collocator.

- 7.9.1 **PACIFIC/NEVADA**: The charges for a Physical Collocation arrangement in an Eligible Structure where interstate expanded interconnection is required to be provided pursuant to 47 C.F.R. 64.1401(a), 64.1401(b) shall be as set forth in the applicable Tariff(s). To the extent that any of those charges are subject to appeal, the result of any such appeal shall be retroactively applied to any Physical Collocation arrangement ordered or provided under any such charge. To the extent that rates are not provided in the applicable Tariff(s), rates shall be determined on Individual Case Basis “ICB.” Any ICB quote shall be included as part of the quote provided to the Collocator in response to its Physical Collocation application.
- 7.10 The monthly recurring charge(s) shall begin to apply, no later than thirty (30) calendar days from the date that **SBC-13STATE** has turned over the Physical Collocation Space to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work.
- 7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in the **SBC-13STATEs**.
- 7.12 **NEVADA**: In the event that any Collocator Telecom Equipment that is to be placed in the Eligible Structure was not contemplated by that interstate tariff (which was based upon the requirements of 47 C.F.R. § 64.1401), Collocator may be subject to charges under an ICB if **NEVADA**'s costs of providing the necessary Premises requirements (e.g., space, power, environmental, grounding) for any such Collocator Telecom Equipment is not recovered by those tariffed rates. Any ICB quote shall be included as part of the quote provided to the Collocator in response to its Physical Collocation application.

## **8. USE OF PHYSICAL COLLOCATION SPACE**

- 8.1 **SBC-13STATE** shall ensure that the Physical 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.
- 8.2 Restroom access and parking will be provided on a reasonable basis in the **SBC-13STATEs**.
- 8.3 A list of all Collocator equipment that will be placed within the Physical Collocation Space shall be set forth on the Collocator's Physical 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 Physical 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 Physical Collocation Space without the express written consent of **SBC-13STATE**.

- 8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Physical Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Physical 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 Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."
- 8.5 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.
- 8.6 Operation of any equipment, facilities or any other item placed in the Physical 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 Physical Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Physical Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public.
- 8.7 In no case shall the Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of the Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Collocation Space the Eligible Structure or the Adjacent 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 consistent with its obligations under this Agreement. If **SBC-13STATE** performs any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process, ICB or NSCR.

## **9. COLLOCATOR RESPONSIBILITIES**

- 9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.
- 9.2 Collocator represents and warrants that each item of Collocator's Equipment meets **SBC-13STATE** minimum safety standards and are compliant with the other requirements set forth in this Appendix. **DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO SBC-13STATE IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.**
- 9.3 Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and **SBC-13STATE** Main Distribution Frame and/or interconnection points by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to placements of power cable leads is set forth in Section 10.6 of this Appendix.
- 9.4 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.
- 9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **SBC-13STATE's** reasonable and nondiscriminatory policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.

- 9.6 Collocator is solely responsible for the design, engineering, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **SBC-13STATE**s:
- 9.6.1 Its fiber optic cable(s);
  - 9.6.2 Its Collocator Telecom Equipment;
  - 9.6.3 Optional point of termination cross connects in its Physical Collocation space or the optional POT Frame/cabinet located in the collocation common area except if on **SBC-8STATE**'s equipment.
  - 9.6.4 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation space or in the optional POT frame located in the collocation common area if and as required; and
  - 9.6.5 The connection cable and associated equipment which may be required within Collocator's Physical Collocation space or in the optional POT frame/cabinet located in the collocation common area to the point(s) of termination of that cable within Collocator's Physical Collocation Space.
  - 9.6.6 The Collocator is responsible for any power cabling required beyond the **SBC-13STATE** provided Collocation Interconnection Power Panel (CIPP) to Collocator's equipment. **SBC-13STATE** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **SBC-13STATE**'s BDFB. No CIPP is required for 20, 40 or 50 amp arrangements which are served from **SBC-13STATE**'s BDFB. The CIPPs are designed to provide 20, 40 , 50 or 100 (maximum) amp redundant increments of DC power. The CIPP is always required for 100 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP 76200 MP Level 1 requirements.
- 9.7 Collocator will, whenever possible, place their telecom equipment in the Physical

Collocation space within thirty (30) calendar days of space turnover. Collocator must complete placement of Collocator Telecom Equipment in the Physical Collocation Space and interconnect or access unbundled network elements within one hundred eighty (180) calendar days after space turnover. If Collocator fails to do so, **SBC-13STATE** may, upon ten (10) days prior written notice, terminate that Physical Collocation arrangement, and Collocator shall remove the equipment in accordance with Section 15.0. In addition Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement 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.

- 9.8 Orders for additional space or additional Connecting Facility Assignments (CFAs), whether a new arrangement or an augment to an existing space or CFA, will not be accepted until each existing Dedicated Space or specific CFA type (i.e. DS0, DS1, Fiber, etc.) of the Collocator, in the requested Eligible Structure, is “efficiently used.” “Efficiently used space” means all existing collocation space, caged and/or cageless, currently existing in a particular Eligible Structure, measured in “single bay” increments, except for one, must be at one hundred percent (100%) utilization, with only one caged or cageless arrangement utilizing between sixty percent (60%) and one hundred percent (100%) of the assigned space. “Efficiently used CFA” means that at least sixty percent (60%) of the specific type of CFA (cable pairs, coaxial or fiber facilities) is currently being used. The determination as to whether this criterion is met is solely within the reasonable and nondiscriminatory judgment of **SBC-13STATE**
- 9.9 Subject to the limitations and restrictions of this Appendix, Collocator may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by Collocator in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator’s expense.
- 9.10 Subject to Sections 6.10 & 6.11 of this Appendix, this Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in **SBC-13STATEs**.
- 9.10.1 SBC Local Exchange Carriers TP 76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any

successor document(s), including as such may be modified at any time and from time to time;

9.10.2 **SBC-13STATE**'s most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

9.10.3 TP 76300MP, SBC Local Exchange Carriers Installation Requirements, and any successor documents should be followed in installing network equipment, and facilities within **SBC-13STATE** central offices and may be modified from time to time.

## 10. COOPERATIVE RESPONSIBILITIES

10.1 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical 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. **SBC-13STATE** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.

10.2 **SBC-13STATE** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (*e.g.*, **SBC-13STATE** shall not require Collocator to use **SBC-13STATE**'s internal engineering or installation work forces for the engineering and installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must comply with TP76300MP, but only to the extent the installation of **SBC-13STATE** equipment is subject to the same requirements. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **SBC-13STATE**'s Premises and the Physical Collocation Space for Collocator contractors is provided to the same requirements as to the Collocator.

10.2.1 In **SBC-13STATE**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on appropriate ILEC's website. The requirements in the Interconnector's Collocation Handbook will apply only to the extent such requirements are not more stringent than the requirements **SBC-13STATE** uses to certify its own contractors.

- 10.3 If the Interconnector's Collocation Services Handbook, Collocation website(s) or the TP 76200MP, is modified subsequent to the effective date of this agreement 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 Physical 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) calendar days after such amendment is released by **SBC-13STATE**.
- 10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and the TP 76300MP, or the TP76200MP in the **SBC-13STATEs**.
- 10.5 **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. **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**'s cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.
- 10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-8STATE**, and for leaving sufficient cable length in order for **SBC-8STATE** to fully extend such Collocator-provided cable to the Physical Collocation Space.
- 10.5.2 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-AMERITECH**, and for leaving sufficient cable length in order for **SBC-AMERITECH** to extend such Collocator-provided cable to the cable vault.
- 10.5.3 **SBC-13STATE** will permit interconnection of copper or coaxial cable if not prohibited 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.

- 10.5.4 **SBC-13STATE** will be responsible for determining (on a reasonable and nondiscriminatory basis) the location of Collocator's collocation space within the Eligible Structure. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and **SBC-13STATE** Main Distribution Frame and/or other interconnection points 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 standards and requirements for installation of equipment and facilities *according to the terms and conditions* in this Appendix **SBC-13STATE** will install and stencil the termination blocks or panels at **SBC-13STATE's** Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to the Collocator.
- 10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. 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 DC and AC voltages ordered by Collocator. 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 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 Power Installation Vendor will 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. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the standards and requirements for installation of equipment and facilities according to the terms and conditions in this Appendix.

- 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 its then-standard custom work order process or NSCR, 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 Physical 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 In **SBC-13STATE**, 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 (in a reasonable and nondiscriminatory manner) ...it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so, subject to Collocator's right to dispute such determination. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the relocation reasonably necessary, Collocator shall be responsible for the

cost of preparing the new Physical Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.

- 10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.
- 10.15 Upon termination of the Physical 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 physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) business days after termination of the Physical 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 physically collocated equipment. **SBC-13STATE** will only be responsible for damage done to such equipment caused by a failure on the part of **SBC-13STATE** or its contractors to exercise reasonable caution during the removal process. However, Collocators will indemnify and hold **SBC-13STATE** harmless for any damage done to physically collocated equipment if **SBC-13STATE** permits the Collocator to hire an **SBC-13STATE** approved contractor to remove physically 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 Physical Collocation, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable is not scheduled for removal within seven (7) 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 Physical Collocation Space within thirty (30) calendar 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**.
- 10.18 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. **SBC-13STATE** will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.
- 10.19 Demarcation Point – **SBC-13STATE** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and **SBC-13STATE**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.
- 10.20 Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.
- 10.21 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.
- 10.22 Augments
- 10.22.1 **SBC-13STATE** shall allow Collocator to augment its collocation interconnection cabling when they reach a sixty (60) percent utilization rate and shall allow Collocator to begin the applications process prior to reaching the 60% utilization rate if Collocator expects to achieve 60% utilization before the process is completed.

## 11. TESTING AND ACCEPTANCE

- 11.1 Collocator and SBC-13STATE will complete an acceptance walk-through of the Physical Collocation Space prior to SBC-13STATE turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through 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 Physical Collocation request shall be at SBC-13STATE's expense.
- 11.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and 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. To the extent possible, SBC-13STATE will work with the Collocator to coordinate testing to minimize the number of visits required by the Collocator and its contractor.
- 11.3 All installations of equipment must be in accordance with *according to the terms and conditions* in this Appendix. 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, the Collocator or it's SBC-13STATE Approved Vendor must correct noncompliant items and schedule an additional review audit after corrective work has been performed.
- 11.4 Collocator shall be responsible for coordination with its SBC-13STATE Approved Vendor to be at the site for acceptance testing.
- 11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs to be connected to their equipment.

## 12. DELIVERY INTERVALS

- 12.1 The construction interval relates to the period in which SBC-13STATE shall construct and deliver to the Collocator the requested space. The construction interval begins on the date SBC-13STATE receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide 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 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 (12) 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 requests for Physical Collocation (whether the space for the physical collocation arrangement requested is conditioned or unconditioned at the time of the request) in accordance with the following

Number of <u>Complete and Accurate Applications by</u> <u>One Collocator per state or region</u>	<u>Physical Construction Intervals</u>
6-10	95 Calendar Days

Should the Collocator submit twenty-one (21) or more applications within five (5) days, the construction interval will be increased by five (5) calendar 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

- 12.2 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator. The cable facility assignments or actual point of termination will not be given to the Collocator by **SBC-13STATE** until all applicable fees have been received.
- 12.3 Collocator's exercise of any right it has to dispute quoted fees or charges, or any of the rates, terms, or conditions under which **SBC-13STATE** seeks to provide collocation, shall not relieve **SBC-13STATE** of its obligation to comply with each of the time limits established in this Agreement. When providing a price quote, **SBC-13STATE** must provide Collocator with all cost data necessary for Collocator to determine whether the rates offered by **SBC-13STATE** are reasonable.
- 12.3.1 Reserved for future use.
- 12.4 Any revision(s) submitted by the Collocator on an existing Physical Collocation Application that was assigned an interval from 12.1 and prior to day fifteen (15) of the delivery interval will be subject to review by **SBC-13STATE**. A new delivery interval due date may be established extending such delivery interval , but only as reasonably necessary, and in any event for not more than two (2) months from the original delivery interval due date 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 interval is required. Any revision(s) submitted by a Collocator on an existing Physical Collocation Application past business day fifteen (15) of the delivery interval due date, the Collocator will be notified by **SBC-13STATE** that a new interval has been established for the Physical Collocation Application from the table 12.1 or section 12.2.3, whichever is applicable above. The interval date will start on the date the revision(s) is received. The Collocator may also be required to pay additional application fees, if applicable.

- 12.5 **SBC-13STATE** will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments. The Collocator must submit a completed Physical 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. Physical 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.

- 84 DS1 connections and/or
- 48 DS3 connections and/or
- 200 Copper (shielded or nonshielded) cable pair connections
- 12 fiber connections

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

- 12.6 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) calendar 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
- 12.7 **SBC-13STATE** and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that Collocator be escorted by an **SBC-13STATE** employee. These visits will be jointly agreed upon by

**SBC-13STATE** and the Collocator and will be determined on a case by case basis. **SBC-13STATE** must allow Collocator reasonable access to its collocation space during construction consistent with FCC rules.

## 12.8 Adjacent Structure Collocation Delivery Intervals

12.8.1 **SBC-13STATE** Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

## 13. SECURITY

13.1 As provided herein, **SBC-13STATE** may require reasonable security arrangements to protect its equipment and ensure network reliability. **SBC-13STATE** may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. **SBC-13STATE** may only impose security arrangements that are as stringent as the security arrangements that **SBC-13STATE** maintains at its own premises for its own employees or authorized contractors. **SBC-13STATE** must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in **SBC-13STATE** Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into **SBC-13STATE**'s Eligible Structure. Reasonable security measures that **SBC-13STATE** may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

13.1.2 Requiring Collocator personnel to use badges with computerized tracking systems; or

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that **SBC-13STATE**'s own employees, or third party contractors providing similar functions, must undergo; provided, however, that **SBC-13STATE** may not require Collocator employees to receive such training from **SBC-13STATE** itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training. Qualification program and security training details shall be included in **SBC-13STATE**'s technical publications and/or Collocation website(s). **SBC-13STATE** does not use any information collected in the course of implementing or operating security arrangements "for any marketing or other purpose in aid of competing with collocators".

13.1.4 **SBC-13STATE** may take reasonable steps to protect its own equipment, such

as enclosing the equipment in a cage. If **SBC-13STATE** chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment, including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.

- 13.2 Collocators and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other **SBC-13STATE**'s property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocators or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or **SBC-13STATE**, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **SBC-13STATE** property:
- 13.2.1 Theft or destruction of **SBC-13STATE**'s or any Collocator's property.
  - 13.2.2 Use or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE**'s property.
  - 13.2.3 Industrial espionage.
  - 13.2.4 Threats or violent acts against other persons on **SBC-13STATE**'s property.
  - 13.2.5 Knowing violations of any local, state or federal law on **SBC-13STATE**'s property.
  - 13.2.6 Permitting unauthorized persons access to **SBC-13STATE**'s or Collocator's equipment on **SBC-13STATE**'s property.
  - 13.2.7 Carrying a weapon on **SBC-13STATE**'s property.
- 13.3 In addition, the Collocator and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or the Collocator of nondiscriminatory **SBC-13STATE** policies and practices on security, safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook and/or Collocation website(s), provided the such information and any and all updates to it are timely provided to the Collocator.

- 13.4 Collocators will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**'s authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.
- 13.5 **SBC-13STATE** may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

#### 14. CASUALTY LOSS

- 14.1 If the Eligible Structure or the Physical Collocation Space is damaged by fire or other casualty, and:
- 14.1.1 The Physical Collocation Space is not rendered untenable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or
- 14.1.2 The Physical Collocation Spaces is rendered untenable 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 Physical 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 Physical Collocation Space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.
- 14.2 Any obligation on the part of **SBC-13STATE** to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by **SBC-13STATE** on request of Collocator; any Collocator Telecom Equipment; or other facilities or equipment located in the Physical Collocation Space by Collocator or by **SBC-13STATE** on request of Collocator.

- 14.3 In the event that 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 Physical Collocation Space may be unaffected thereby, **SBC-13STATE**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

## 15. REMOVAL OF EQUIPMENT

- 15.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue, without dispute or reasonable attempts to cure, for thirty (30) calendar 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, enter and repossess the Physical Collocation Space, expel Collocator and any claiming under Collocator, remove any Collocator Telecom Equipment and any other items in the Physical Collocation Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on a Physical Collocation Space-by-Physical Collocation Space basis. **SBC-13STATE** may also refuse additional applications for collocation within the same Eligible Structure and/or refuse to complete any pending orders for additional space within the same Eligible Structure or collocation by Collocator within the same Eligible Structure at any time thereafter.

## 16. LIMITATION OF LIABILITY

- 16.1 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 service 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. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of Collocator or which arise in connection with the use of Collocator-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon **SBC-13STATE**.

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

16.1.2 Each party shall be indemnified and held harmless by the other against claims

and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party's applicable tariffs.

16.1.3 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.

16.1.4 The liability of either party for its willful misconduct, if any, is not limited by this Agreement. 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**'s liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period and/or the value of equipment or facilities damaged.

16.1.5 **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.

16.1.6 When Collocator is provided service under this Agreement, **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 Agreement, involving:

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

16.1.6.2 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

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

16.2 **Third Parties** – Collocator 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 Collocator; that such space may be close

to the Physical Collocation Space, possibly including space adjacent to the Physical Collocation space and/or with access to the outside of the physical collocation space; and that if Collocator requests a cage around its equipment, the cage Physical Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. Collocator 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 Collocator.

## 17. **INDEMNIFICATION OF SBC-13STATE**

17.1 In addition to any other provision hereof, Collocator agrees to indemnify, defend and save harmless **SBC-13STATE** (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with Collocator's use of the Physical Collocation space, conduct of its business or any activity, in or about the Physical Collocation space, Collocator's performance of any terms of this Agreement, or any act or omission of Collocator (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees). Defense of any claim shall be reasonably satisfactory to **SBC-13STATE**.

## 18. **OSHA STATEMENT**

18.1 Collocator, in recognition of **SBC-13STATE**'s status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of **SBC-13STATE** with all federal, state and local laws, safety and health regulations relating to the Physical Collocation Space which Collocator has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold **SBC-13STATE** harmless for any judgments, citations, fines, or other penalties which are assessed against **SBC-13STATE** as the result of Collocator's failure to comply with any of the foregoing. **SBC-13STATE**, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Physical Collocation Space which **SBC-13STATE** has agreed to maintain pursuant hereto.

## 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 Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical 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 Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect 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 Telecom Equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator Telecom 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 **SBC-13STATE**:

Account Manager - Collocation  
Four Bell Plaza, 9<sup>th</sup> Floor  
311 S. Akard St.  
Dallas, TX 75202-5398

If to Collocator:

Sandra Adams  
NewPath Holdings, Inc.  
4364 NW 114<sup>th</sup> Street  
Des Moines, IA 50322

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 **SBC-8STATE** ICSC  
Attn: Kathy Smith  
2180 N. Glenville Dr., 2<sup>nd</sup> Floor  
Richardson, TX 75082

If to **SBC-AMERITECH** AIIS Service Center  
Attn: Collocation  
2<sup>nd</sup> Floor  
804 North Milwaukee  
Milwaukee, WI 53202

If to Collocator: Sandra Adams  
NewPath Holdings, Inc.  
4364 NW 114<sup>th</sup> Street  
Des Moines, IA 50322

## 20. INSURANCE

20.1 Upon request, 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. 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 Physical 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 Physical Collocations space is located.
- 20.7 Failure to comply with the 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 on a nondiscriminatory basis and 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.
- 21.3 Except as may otherwise be provided:
- 21.3.1 **SBC-13STATE** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
- 21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
- 21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 21.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **SBC-13STATE** shall either furnish security guards at those **SBC-13STATE** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **SBC-13STATE** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **SBC-13STATE**'s Physical Collocation Space.
- 21.5 **SBC-13STATE** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on a Physical Collocation Space-by-Physical Collocation Space basis for every Eligible Structure where there are **SBC-13STATE** security guards.
- 21.6 Collocator shall comply with the security and safety procedures and requirements of this Appendix, including but not limited to sign-in, and identification.

- 21.7 **SBC-13STATE** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain Collocator equipment or equipment enclosures.
- 21.8 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.
- 21.9 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.
- 21.10 **SBC-13STATE** shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that **SBC-13STATE**'s security measures are unreasonably lax, Collocator shall notify **SBC-13STATE** and the Parties shall work together to address the problem. **SBC-13STATE** shall, at a minimum, do the following:
- 21.10.1 Where a cage is used, **SBC-13STATE** shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.
- 21.10.2 **SBC-13STATE** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **SBC-13STATE**'s employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation space, to be in these areas. **SBC-13STATE** shall require all persons entering the collocation areas to wear identification badges.
- 21.10.3 **SBC-13STATE** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. **SBC-13STATE** shall respond immediately to reported problems with Collocator key cards.
- 21.10.4 In emergency situations, common courtesy will be extended between Collocator and **SBC-13STATE**'s employees, including the provision of first aid and first aid supplies.

21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas except in cases of emergency.

## **22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

22.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.