

COLLOCATION ATTACHMENT ADDITIONAL SERVICES

General

Verizon shall provide additional collocation services in accordance with, and subject to, the rates, terms and conditions of this Supplemental Agreement and other applicable requirements of this Agreement.

The rates, terms and conditions of this Supplemental Agreement shall apply only to the extent that there are no corresponding rates, terms and conditions in an applicable Collocation Tariff. Subsequent to the execution of this Supplemental Agreement, Verizon also may elect to file a Collocation Tariff with provisions addressing any of the rates, terms and conditions specified in this Amendment. Any such filing will expressly supercede and replace the corresponding rate, term or condition specified in this Supplemental Agreement, and will render such rate, term or condition specified in this Supplemental Agreement null and void.

The terms and conditions of this Supplemental Agreement] shall be subject to any and all applicable statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings that subsequently may be prescribed by any federal, state or local governmental authority having appropriate jurisdiction. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Supplemental Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Supplemental Agreement, the parties shall promptly renegotiate in good faith and amend in writing this Supplemental Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Supplemental Agreement to Applicable Law.

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service otherwise required to be provided to VADI hereunder, then Verizon may discontinue the provision of any such Service. Verizon shall provide thirty (30) days prior written notice to VADI of any such discontinuance of a Service, unless a different notice period or different conditions are mandated by Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

By agreeing to the rates, terms, and conditions of this Supplemental Agreement or the collocation of any equipment hereunder: (1) Verizon does not waive, and expressly reserves, its rights to continue to challenge the legality of FCC Collocation Orders (including those in Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; (2) Verizon does not intend to, and therefore does not, establish any precedent, waiver, course of dealing or in any way evidence Verizon's position or intent with regard to future collocation requests; and (3) Verizon specifically reserves the right to further incorporate herein the decision

by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)).

Virtual Collocation

Verizon will provide virtual collocation of permissible advanced services equipment to VADI as specified herein to the extent required by Applicable Law. The terms and conditions set forth in GTOC Tariff No. 1, Section 17, are incorporated by reference as if set forth fully herein. In the event of a conflict between the terms and provisions of this Supplemental Agreement and the terms and conditions set forth in GTOC Tariff No. 1, Section 17, this Supplemental Agreement shall govern, provided, however, that the fact that a term or provision appears in this Supplemental Agreement but not in GTOC Tariff No. 1, Section 17, or in GTOC Tariff No. 1, Section 17, but not in this Supplemental Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this section.

Permissible Equipment

VADI is responsible for providing only equipment that is necessary for interconnection or access to UNEs in a virtual collocation arrangement. VADI shall not provide for use in its virtual collocation arrangement equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to UNEs.

Obligations of VADI

1. VADI shall lease the virtually collocated equipment to Verizon for \$1.00 for the term of the Virtual Collocation arrangement.
2. VADI will provide a lockable metal storage cabinet or rack-mountable spare plug-in/card cabinet(s), to Verizon's specification, for the storing of all VADI provided spare plug-ins/cards. When VADI elects to provide spare plug-in/card(s) on-site, VADI must provide an approved cabinet(s) for spare card storage before the virtual collocation arrangement is completed and service is established.

Fiber Optic Patchcord Cross Connect

The Fiber Optic Patchcord Cross Connect provides the communications path between Verizon's Fiber Distribution Panel (FDP) and VADI's collocated transmission equipment and facilities. The connection of the facilities would be made via a fiber optic patchcord. The Fiber Optic Patchcord Cross Connect is limited in use solely in conjunction with access to unbundled Dark Fiber and unbundled optical Interoffice Facilities UNEs.

Pricing

The application and description of additional rates for virtual collocation arrangements and fiber optic patchcord cross connects provided pursuant to this Supplemental Agreement are set forth in Appendix 1 attached hereto. The rates identified in this Supplemental Agreement are interim in nature, and will be superseded upon the filing of a tariff addressing these rates in Wisconsin. The parties shall cooperate to true-up amounts billed by Verizon to VADI and paid by VADI to Verizon based on the interim rates identified in this Supplemental Agreement once Verizon files a tariff addressing these rates in Wisconsin. The true-up shall apply the tariffed rates back to the commencement of the collocation arrangement. The rates identified in this Supplemental Agreement may also be superseded prospectively by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements.

Non-Recurring Charges

Non-recurring charges are one-time charges that apply for specific work activity. Verizon will provide CLEC written notification that virtual equipment is ready for joint acceptance testing and turn-up. Non-recurring charges for virtual collocation will commence upon completion of acceptance testing and turn-up or 10 business days following written notification, whichever occurs first. Non-recurring charges for the Fiber Optic Patchcord Cross Connect are due and payable upon delivery to the CLEC. The charges specified in Appendix 1 attached hereto include but are not limited to the following non-recurring charges.

Facility Cable – Category 5 Connectorized

The CLEC has the option of providing its own category 5 connectorized cable or Verizon may, at the request of the CLEC, provide the necessary cables in exchange for the Facility Cable Charge. The charge is applied to recover the material cost per category 5 cable.

Engineering/Installation Fee – Termination or Advanced Services Equipment

The Engineering/Installation Fees are to recover costs associated with work performed by Verizon to determine space requirements, engineer adequate amounts of power to the equipment, ensure adequate fire protection and install CLEC designated termination or advanced services equipment for virtual collocation.

The Engineering/Installation Fee applies to the installation of 1) specific base modules and 2) transmission or advanced services equipment cards required by the CLEC per the collocation application.

DS0 card installations are also available in ranges of 144 to 224, 225 to 448, 449 to 784, 785 to 1232, 1233 to 1680, 1681 to 2128, 2129 to 2576 and 2577 to 3024 blocks. The Engineering/Installation Fee for DS0 Blocks is applied for the initial installation of the block and determined by

the range in which the number of DS0s ordered appears. Subsequent additions of DS0s to the block will be charged the Per DS0 Card Installed Fee. For example, an installation request for a block of 200 DS0s will be charged the DS0 Block Fee of the 144 to 224 range. A subsequent request for (30) more DS0s will be charged (30) DS0 Per Card Installed Fees. A subsequent request for another DS0 Block for an additional 150 DS0s will be charged the DS0 Block Fee of the 144 to 224 range.

Software Upgrades Advanced Services Equipment

The Software Upgrade Advanced Services Equipment Charge recovers the cost for the time associated to accommodate CLEC requests for software upgrades to virtually collocated advanced services equipment.

Fiber Optic Patchcord Pull/Termination – Engineering

The Fiber Optic Patchcord Pull/Termination – Engineering Charge is to recover the engineering costs incurred per project for the pull and termination of a fiber optic patchcord from the CLEC's collocation arrangement to Verizon's Fiber Distribution Panel (FDP).

Fiber Optic Patchcord Pull

The Fiber Optic Patchcord Pull Charge is applied per fiber run and recovers the labor cost of placing the fiber from the collocation arrangement to Verizon's FDP.

Fiber Optic Patchcord Termination

The Fiber Optic Patchcord Termination Charge is applied per fiber connector terminated and recovers the labor cost to terminate the fiber connection.

Fiber Optic Patchcord Material Charge

The CLEC has the option of providing its own fiber optic patchcord or Verizon may, at the request of the CLEC, provide the necessary fiber optic patchcord cables in exchange for the Fiber Optic Patchcord Material Charge. The Fiber Optic Patchcord Material Charge is applied on a per fiber cable basis to recover the material cost of a 24 fiber pair cable.

Monthly Recurring Charges

The following are monthly charges that apply each month or fraction thereof that the virtual collocation arrangement and/or the Fiber Optic Patchcord Cross Connect arrangement is provided.

Verizon will provide CLEC written notification that virtual equipment is ready for joint acceptance testing and turn-up. Monthly charges for virtual collocation will commence upon completion of acceptance testing and turn-up or 10 business days following written notification, whichever occurs first. The charges specified in Appendix 1 attached hereto include but are not limited to the following monthly recurring charges.

Transmission Equipment Maintenance

The Transmission Equipment Maintenance Charge is a monthly recurring charge associated with maintenance of the CLEC designated termination equipment. The charge is applicable per base module.

Advanced Services Equipment Maintenance

The Advanced Services Equipment Maintenance Charge is a monthly recurring charge associated with maintenance of the CLEC designated advanced service equipment. The charge is applicable per base module.

Facility Termination – Fiber Optic Patchcord

The Facility Termination – Fiber Optic Patchcord Charge is applied per FDP port into which the fiber cable is connected. This charge recovers the labor and material cost of the FDP per port.

Fiber Optic Patchcord Duct Space

The Fiber Optic Patchcord Duct Space rate element is applied per fiber cable and recovers the cost for the central office fiber duct space occupied by the fiber optic patchcord.