

# APPENDIX VIRTUAL COLLOCATION

**TABLE OF CONTENTS**

**1. INTRODUCTION .....3**

**2. DEFINITIONS .....3**

**3. PURPOSE AND SCOPE OF APPENDIX.....5**

**4. GENERAL OFFERINGS .....6**

**5. SPACE AVAILABILITY.....9**

**6. ELIGIBLE EQUIPMENT FOR COLLOCATION .....9**

**7. VIRTUAL COLLOCATION SPACE CHARGES.....13**

**8. USE OF VIRTUAL COLLOCATION SPACE .....14**

**9. COLLOCATOR RESPONSIBILITIES.....15**

**10. COOPERATIVE RESPONSIBILITIES .....21**

**11. TEST AND ACCEPTANCE.....27**

**12. DELIVERY INTERVALS .....29**

**13. REPAIR AND MAINTENANCE OF EQUIPMENT.....32**

**14. MEAN TIME RESPONSE INTERVAL (MTRI).....34**

**15. CASUALTY LOSS .....35**

**16. REMOVAL OF EQUIPMENT .....36**

**17. LIMITATION OF LIABILITY .....37**

**18. INDEMNIFICATION OF AT&T WISCONSIN.....37**

**19. NOTICES .....37**

**20. INSURANCE.....39**

**21. PROTECTION OF SERVICE AND PROPERTY.....41**

**22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....41**

## 1. INTRODUCTION

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

## 2. DEFINITIONS

- 2.1 **AT&T Inc. (AT&T)** means the holding company which owns, directly or indirectly, 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 AT&T Wisconsin.
- 2.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 2.3 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means the applicable above listed ILEC, Wisconsin Bell Inc. d/b/a AT&T Wisconsin doing business in Wisconsin.
- 2.4 **“Approved Vendor”** is a vendor who is qualified by **AT&T WISCONSIN** for installation, and/or removal of central office equipment, which is administered by **AT&T** Procurement on a state by state basis.
- 2.5 **“Active Central Office Space”** denotes the existing, central office switch room space, which can be designated for virtual collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment.
- 2.6 **“Application Fee”** means the charge assessed by **AT&T WISCONSIN** to process the Collocator’s application for virtual collocation requests.
- 2.7 **“Augment”** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Virtual Collocation arrangement.
- 2.8 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **AT&T WISCONSIN** location, for purposes of interconnection with **AT&T WISCONSIN** or access to Unbundled Network Elements (UNEs).
- 2.9 **“Delivery Date”** is the date, which **AT&T WISCONSIN** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.10 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section

6.0 of this Appendix.

- 2.11 **“Eligible Structure”** is (1) a AT&T WISCONSIN central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by AT&T WISCONSIN that houses its network facilities, or (3) a structure that houses AT&T WISCONSIN transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.12 **“Entrance Fiber Facility”** is an arrangement where a Collocator provided single mode fire retardant dielectric fiber optic cable extends from the AT&T WISCONSIN designated manhole into the AT&T WISCONSIN 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 AT&T WISCONSIN Eligible Structure, if available.
- 2.13 **“Fiber Distribution Frame (FDF)”** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.
- 2.14 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.15 **“Infrastructure Systems”** - include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.16 **“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 AT&T WISCONSIN, which is located on the AT&T CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.
- 2.17 **“Manned Office”** A Central Office where AT&T WISCONSIN has actual technicians present to perform repair, installation, and/or maintenance during the time the Collocator requests under this Agreement.
- 2.18 **“Non Standard Collocation Request (NSCR)”** in AT&T WISCONSIN, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

- 2.19 **“Project Management Fee”** reflects AT&T WISCONSIN labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation Space request. This fee is applicable upon submission of an application.
- 2.20 **“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 AT&T WISCONSIN's Eligible Structures that such an arrangement is technically feasible.
- 2.21. **“Unmanned Office”** Any Central Office which does not meet the definition of Manned Office.
- 2.22 **“Virtual Collocation”** is as defined in 4.2 of this Appendix.

### 3. PURPOSE AND SCOPE OF APPENDIX

- 3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which AT&T WISCONSIN will provide Virtual Collocation to Collocator.
- 3.2 Preparation Prior to Regulatory Approval
- 3.2.1 Upon the written request of Collocator, AT&T WISCONSIN 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 AT&T WISCONSIN. To the extent that AT&T WISCONSIN 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 AT&T WISCONSIN.
- 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 Commission has not approved the ICA prior to completion of the build-out, AT&T WISCONSIN 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, AT&T WISCONSIN 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 Commission has not approved the ICA by day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by AT&T WISCONSIN and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.
- 3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending Commission or FCC approval.

#### 4. GENERAL OFFERINGS

- 4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, AT&T WISCONSIN will provide Virtual Collocation to Collocator for the purpose of interconnecting to AT&T WISCONSIN network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to AT&T WISCONSIN Unbundled Network Elements (“UNEs”) for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the Act. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the Act).
- 4.2 In the case of AT&T WISCONSIN Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. Collocator must use an AT&T WISCONSIN Approved Vendor to perform the installation of such in the AT&T WISCONSIN Eligible Structure. The Collocator's AT&T WISCONSIN Approved Vendor will be permitted access to the AT&T WISCONSIN Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an AT&T WISCONSIN Approved Power Installation Vendor to install power cable(s) from the Collocator's Virtual Collocation Space to the designated AT&T WISCONSIN's Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. AT&T WISCONSIN will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual

Collocation arrangement. The

equipment and associated facilities will be maintained and repaired at the direction of the Collocator by AT&T WISCONSIN.

4.2.1 Collocator will install their own bay(s) by an AT&T WISCONSIN Approved Vendor. AT&T WISCONSIN will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.2.1.3 AT&T WISCONSIN 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 and associated cabling must not exceed 15" for a standard bay.

4.2.1.4 At AT&T WISCONSIN option, where an individual standard bay owned by AT&T WISCONSIN in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.

4.2.2 Virtual Collocation is available at AT&T WISCONSIN Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.2.3 AT&T WISCONSIN will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.

4.2.4 Upon request, AT&T WISCONSIN will designate the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc. The Collocator's provided storage cabinet will be installed and grounded by the Collocator's AT&T WISCONSIN Approved Vendor. The ground point will be designated by AT&T WISCONSIN. Installation of additional Collocator storage cabinet(s) will be mutually agreed upon between the parties.

4.2.4.1 AT&T WISCONSIN standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".

4.2.4.2 AT&T WISCONSIN non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and

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

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

## 5. SPACE AVAILABILITY

- 5.1 At the request of Collocator, AT&T WISCONSIN will provide space for Virtual Collocation as described above. AT&T WISCONSIN is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not technically feasible, AT&T WISCONSIN 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 AT&T WISCONSIN will provide Virtual Collocation arrangements in Eligible Structures on a “first-come, first-served” basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T WISCONSIN. AT&T WISCONSIN will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If AT&T WISCONSIN determines that Collocator's Virtual Collocation Application is unacceptable, AT&T WISCONSIN shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T WISCONSIN shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval.
- 5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, AT&T WISCONSIN shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

## 6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets AT&T WISCONSIN's equipment safety standards, which are described in another section. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the AT&T WISCONSIN's network "for the transmission and routing of telephone exchange service or exchange access," or for access to AT&T WISCONSIN's unbundled network elements "for the provision of a telecommunications

service." 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 AT&T WISCONSIN 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 AT&T WISCONSIN 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, AT&T WISCONSIN 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. AT&T WISCONSIN voluntarily allows CLEC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.
- 6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. CLEC may not collocate, or place into AT&T WISCONSIN's equipment, CLEC's equipment sub-components or piece-parts.

- 6.5 AT&T WISCONSIN does not allow collocation of other Multifunctional Equipment, except that AT&T WISCONSIN 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 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 AT&T WISCONSIN's network for the transmission and routing of telephone exchange service or exchange access or for access to the AT&T WISCONSIN's unbundled network elements for the provision of a telecommunications service. AT&T WISCONSIN voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T WISCONSIN and CLEC mutually agree to such collocation.
- 6.6 AT&T WISCONSIN 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 switching equipment" 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; and (3) 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. AT&T WISCONSIN voluntarily allows CLEC to place in its premises certain ancillary equipment solely to support and be used with equipment that 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, and potential other ancillary equipment may be placed in AT&T WISCONSIN's premises, on a non-discriminatory basis, only if AT&T WISCONSIN and CLEC mutually agree to such placement. CLEC may not place in AT&T WISCONSIN's premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by AT&T WISCONSIN, and/or that would duplicate functions performed by AT&T WISCONSIN, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs), harm AT&T WISCONSIN'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 completion of 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*"), AM-WI voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an AM-WI

premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in AM-WI or (2) were requested by CLEC and accepted by AM-WI 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)). AM-WI'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 AT&T WISCONSIN 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 AT&T WISCONSIN Eligible Structures by Collocators must meet the AT&T WISCONSIN minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with AT&T WISCONSIN LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and contains 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 AT&T WISCONSIN) prior to January 1, 1998 with no known history of safety problems.
- 6.11 AT&T WISCONSIN 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 AT&T WISCONSIN applies to its own network equipment. AT&T WISCONSIN 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 AT&T WISCONSIN denies Collocation of Collocator's equipment, citing minimum safety standards, AT&T WISCONSIN will provide within five (5) business days of Collocator's written request to AT&T WISCONSIN representative(s), a list of AT&T WISCONSIN equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T WISCONSIN equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

- 6.13 In the event Collocator submits an application requesting collocation of certain equipment and AT&T WISCONSIN 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 AT&T WISCONSIN, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If AT&T WISCONSIN determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from AT&T WISCONSIN. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, AT&T WISCONSIN or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

## 7. VIRTUAL COLLOCATION SPACE CHARGES

### 7.1 Virtual Collocation Space

7.1.1 For each Virtual Collocation request, Collocator must submit a separate Virtual Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to virtually collocate equipment in a new Virtual Collocation Space, (ii) a request to Augment, (iii) an ICB or NSCR, and (iv) specified revisions to Collocation Applications. A copy of the Virtual Collocation Application may be obtained from the AT&T WISCONSIN Collocation Services Account Manager or from the AT&T CLEC ONLINE Web-Site.

7.2 AT&T WISCONSIN will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by AT&T WISCONSIN for other construction and preparation work performed in the Eligible Structure.

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

7.3.1 An ICB/NSCR quote is prepared by AT&T WISCONSIN to estimate non-recurring and recurring charges associated with the requested Virtual

Collocation Space, Augment, or Collocation services where a state specific rate element does not exist in the attached Appendix Pricing. 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) days following the job completion date.

- 7.4 Payment of Space Preparation - Prior to any obligation on AT&T WISCONSIN to start any preparation of the Virtual Collocation space, Collocator shall pay AT&T WISCONSIN fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator (“Custom Work”). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.
- 7.5 Occupancy Conditioned on Payment - AT&T WISCONSIN shall not permit Collocator's AT&T WISCONSIN Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator’s Virtual Collocation space until AT&T WISCONSIN is in receipt of complete payment of the non-recurring and any custom work charges.
- 7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after AT&T WISCONSIN has begun preparation of the Virtual Collocation space but before AT&T WISCONSIN has been paid the entire amounts due under this Article, then in addition to any other remedies that AT&T WISCONSIN might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.
- 7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in AT&T WISCONSIN General Terms and Conditions (GT&C) attached.
- 7.8 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.
- 7.9 The monthly recurring charge(s) shall begin to apply within, but no later than five (5) calendar days from the date that AT&T WISCONSIN made the Virtual Collocation Space available to the Collocator. The fact that AT&T WISCONSIN may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

- 7.10 AT&T WISCONSIN shall ensure that the Virtual Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by AT&T WISCONSIN in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

## 8. USE OF VIRTUAL COLLOCATION SPACE

- 8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's AT&T WISCONSIN Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of AT&T WISCONSIN.
- 8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to AT&T WISCONSIN a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, AT&T WISCONSIN 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 AT&T WISCONSIN and Collocator of a final list and description and receipt by AT&T WISCONSIN of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."
- 8.3 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to AT&T WISCONSIN 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, is strictly prohibited.
- 8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation Space shall not interfere with or impair service over AT&T WISCONSIN network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual

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

- 8.5 In no case shall Collocator's AT&T WISCONSIN Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation Space or the Eligible Structure without the advance written permission or direction of AT&T WISCONSIN. AT&T WISCONSIN shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that AT&T WISCONSIN shall have the right to reject or modify any such request. AT&T WISCONSIN will perform any such construction, and the associated cost shall be paid by Collocator in accordance with AT&T WISCONSIN then-standard custom work order process or ICB/NSCR.

## 9. COLLOCATOR RESPONSIBILITIES

- 9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to AT&T WISCONSIN UNEs including, without limitation, the following:
- 9.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).
  - 9.1.2 All provisioning of virtually collocated equipment.
  - 9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.
  - 9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.
  - 9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an AT&T WISCONSIN Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the Customer Response Unit (LOC) for AT&T WISCONSIN as described in Section 14.1.4.1 of this Appendix.
  - 9.1.6 All training as specified in Section 9.14.
  - 9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an AT&T WISCONSIN Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC for AT&T WISCONSIN as described in Section 14.1.4.1 of this Appendix.

- 9.1.8 A storage cabinet for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by AT&T WISCONSIN to maintain and repair virtually collocated equipment.
- 9.1.9 Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and AT&T WISCONSIN Main Distribution Frame or its equivalent by Collocator's AT&T WISCONSIN Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.
- 9.1.10 Procurement and installation of power cable(s) by Collocator's AT&T WISCONSIN Approved Power Installation Vendor from the Virtual Collocation Space to the designated AT&T WISCONSIN's Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.
- 9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. The Collocator must identify employee(s) and/or Collocator's AT&T WISCONSIN Approved Vendor(s) that will attend the visit and arrange access for these visit(s) as described in Section 9.2.6 of this Appendix.
- 9.2.1 Once when beginning the initial equipment installation.
- 9.2.2 Once during the middle of the equipment installation.
- 9.2.3 Once at turn-up completion of such equipment installation.
- 9.2.4 One (1) general visit per calendar year.
- 9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a visual inspection on the installed equipment completed by the Collocator's AT&T WISCONSIN Approved Vendor prior to turn-up.)
- 9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.
- 9.3 Collocator's AT&T WISCONSIN Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully

equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

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

and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.

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

- 9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.
- 9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g., Augments, trouble reports, emergency contact). Collocator will keep this information current.
- 9.13 To the extent known, the Collocator can provide forecasted information to AT&T WISCONSIN on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.
- 9.14 AT&T WISCONSIN will identify the training needs of AT&T WISCONSIN personnel from the list of equipment received by the Collocator on the AT&T WISCONSIN Virtual Application Form. The Collocator will be responsible for training AT&T WISCONSIN personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by AT&T WISCONSIN in the Eligible Structure; or (b) AT&T WISCONSIN technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by AT&T WISCONSIN, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. AT&T WISCONSIN will contact Collocator with the required number of AT&T WISCONSIN personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:
- 9.14.1 Arrange for the training supplier and pay all costs for the training sessions including, without limitation, the cost of the trainer(s), transportation and lodging of such trainer(s), required course material.
- 9.14.2 Pay all costs associated with AT&T WISCONSIN's employee(s) attendance at the training including, without limitation, lodging, transportation, employees labor rate for time away from job, and per diem, if applicable.
- 9.14.3 AT&T WISCONSIN may require additional training requirements to adequately provide 7 X 24 hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. AT&T WISCONSIN will notify the Collocator when applicable.
- 9.14.4 Training may be provided on-site when possible.
- 9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by AT&T WISCONSIN and additional training is necessary.

- 9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.
  - 9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by AT&T WISCONSIN.
  - 9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.
  - 9.14.5.4 Training when updates of technical publications or equipment information are issued.
  - 9.14.5.5 AT&T WISCONSIN will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, AT&T WISCONSIN is responsible for employee attendance.
- 9.15 Collocator will provide remote, real-time network technical support, guidance and direction to AT&T WISCONSIN for all collocated facilities and equipment using on-line telephone support.
- 9.16 Collocator is responsible for coordinating with AT&T WISCONSIN to ensure that services are installed in accordance with a service request.
- 9.17 Collocator's AT&T WISCONSIN Approved Vendor will, whenever possible, install the Collocator's equipment in the Virtual Collocation Space within ninety (90) calendar days of Delivery Date. Collocator's AT&T WISCONSIN Approved Vendor must interconnect to AT&T WISCONSIN's network or gain access to AT&T WISCONSIN's unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, AT&T WISCONSIN may, upon written notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to AT&T WISCONSIN network or a AT&T WISCONSIN UNE for the purpose of Collocator providing a telecommunications service.

## 10. COOPERATIVE RESPONSIBILITIES

- 10.1 AT&T WISCONSIN will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:

- 10.1.1 Ensuring that the Collocator's AT&T WISCONSIN Approved Vendor meets required safety standards as contained in AT&T's TP76200MP and AT&T ILEC's standards and requirements for equipment and facility installations.
  - 10.1.2 AT&T WISCONSIN placement of Collocator's fiber into an AT&T WISCONSIN Eligible Structure.
  - 10.1.3 Location and completion of all splicing.
  - 10.1.4 Completion of installation of equipment and facilities.
  - 10.1.5 Removal of above facilities and equipment.
- 10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.
- 10.2.1 AT&T TP76200MP, standards for network equipment, power, grounding, environmental, and virtual design requirements, and any successor document(s), including as such may be modified at any time and from time to time.
  - 10.2.2 AT&T ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.
  - 10.2.3 AT&T TP76300MP, standards and requirements for equipment and facility installations, and any successor document(s) within AT&T WISCONSIN central offices and may be modified from time to time.
  - 10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.
  - 10.2.5 The AT&T ILEC's Interconnector's Collocation Services Handbook or like document, AT&T TP76300MP, and the AT&T TP 76200MP standards are not incorporated herein but are available on the AT&T CLEC ONLINE Web-Site.
- 10.3 If the AT&T ILEC's Interconnector's Collocation Services Handbook or like document, AT&T TP76300MP for equipment and facility installations, and the AT&T TP 76200MP standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:
- 10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, AT&T WISCONSIN 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 AT&T WISCONSIN.

10.3.2 Notwithstanding Section 10.3.1, any modification made to address situations potentially harmful to AT&T WISCONSIN or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation Space, or to comply with statutory or regulatory requirements shall become effective immediately. AT&T WISCONSIN will immediately notify Collocator of any such modification.

10.4 AT&T WISCONSIN shall provide an interconnection point or points, physically accessible by both AT&T WISCONSIN and Collocator (typically a AT&T WISCONSIN manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that AT&T WISCONSIN will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by AT&T WISCONSIN and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; AT&T WISCONSIN will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for AT&T WISCONSIN cable facilities and at which space is available for new facilities in at least two of those entry points.

10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by AT&T WISCONSIN, and for leaving sufficient cable length in order for AT&T WISCONSIN to fully extend such Collocator-provided cable to the vault. The fiber optic entrance cable must be provided by the Collocator to AT&T WISCONSIN prior to the schedule Delivery Date for the Virtual Collocation arrangement. If the fiber optic entrance cable is not provided by the Collocator prior to the scheduled Delivery Date, AT&T WISCONSIN will advise the Collocator's AT&T WISCONSIN Approved Vendor at space turnover that the costs associated with the fiber optic entrance cable placement will be refunded at AT&T WISCONSIN's earliest convenience and the job will be closed. The Collocator will need to submit an Augment Virtual Collocation Application when ready to request the fiber optic entrance cable placement into the Virtual Collocation arrangement.

10.4.2 AT&T WISCONSIN will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission, and will permit collocation of microwave transmission equipment along with the microwave

entrance facility, except where such collocation is not practical for technical reasons or because of space limitations.

- 10.5 AT&T WISCONSIN will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and AT&T WISCONSIN Main Distribution Frame or its equivalent will be installed by the Collocator's AT&T WISCONSIN Approved Vendor. The Collocator's AT&T WISCONSIN Approved Vendor must obtain an approved Method of Procedures (MOP) from AT&T WISCONSIN and follow the AT&T TP76300MP standards and requirements for installation of equipment and facilities. AT&T WISCONSIN will install and stencil termination blocks or panels at AT&T WISCONSIN's Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.
- 10.6 Unless otherwise expressly agreed in writing, AT&T WISCONSIN will provide for all AC and DC power requirements in the Eligible Structure. The Collocator Approved Vendor 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's equipment at the specified DC and AC voltages. At a minimum, the power and AT&T WISCONSIN associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to AT&T WISCONSIN 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 AT&T WISCONSIN is based on demand management. AT&T WISCONSIN will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's AT&T WISCONSIN Approved Power Installation Vendor will install and terminate the power cable(s) from the Virtual Collocation Space to AT&T WISCONSIN's designated termination points on the Battery Distribution Fuse Bay (BDFB). When the AT&T WISCONSIN's designated power termination point(s) is at the AT&T WISCONSIN's Power Plant Primary Distribution, the Collocator's AT&T WISCONSIN Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned AT&T WISCONSIN Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the AT&T WISCONSIN's Power Plant Primary Distribution, which will be performed by AT&T WISCONSIN. The Collocator's AT&T WISCONSIN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T WISCONSIN and follow the AT&T ILEC's standards and requirements for installation of equipment and facilities.

- 10.7 AT&T WISCONSIN 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 AT&T WISCONSIN 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 AT&T WISCONSIN under the custom work order process or ICB/NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 10.9 Collocator and AT&T WISCONSIN 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 AT&T WISCONSIN shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.
- 10.11 AT&T WISCONSIN agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation Space.
- 10.12 Collocator and AT&T WISCONSIN are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 10.13 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.
- 10.14 In the event AT&T WISCONSIN determines it necessary for the Virtual Collocation Space to be moved within the Eligible Structure in which the Virtual Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of AT&T WISCONSIN, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in AT&T WISCONSIN sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise AT&T WISCONSIN shall be responsible for any reasonable preparation costs.
- 10.15 In the event the Collocator cancels its order after AT&T WISCONSIN has begun preparation of the Virtual Collocation Space, but before AT&T WISCONSIN has

been paid the entire amounts due under this Agreement, then in addition to other remedies that AT&T WISCONSIN 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 on-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. AT&T WISCONSIN shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Virtual Collocation request.

- 10.16 Collocator may discontinue or terminate a Virtual Collocation Arrangement on not less than thirty (30) days advance notice to AT&T WISCONSIN by submitting a complete and accurate Virtual Collocation Application plus applicable fees. Upon the discontinuance or termination of a Virtual Collocation arrangement, the Collocator shall pay to AT&T WISCONSIN all costs associated with returning the Virtual Collocation Space to AT&T WISCONSIN in the same condition as when AT&T WISCONSIN first began any construction work on such Virtual Collocation Space. Such costs include, but are not limited to, costs associated with removal by AT&T WISCONSIN of facilities and cabling.
- 10.17 Upon discontinuance or termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T WISCONSIN to remove the Collocator's equipment from AT&T WISCONSIN 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. AT&T WISCONSIN is not responsible for and will not guarantee the condition of such equipment if removed by the Collocator's AT&T WISCONSIN vendor hired by Collocator. Collocator shall indemnify and hold AT&T WISCONSIN harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator's AT&T WISCONSIN vendor is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) calendar days of AT&T WISCONSIN receipt of Collocator's Virtual Collocation Application to terminate the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, AT&T WISCONSIN has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. AT&T WISCONSIN shall have no responsibility for damage done to such removed equipment caused by AT&T WISCONSIN or its contractors during the removal process. Collocator will indemnify and hold AT&T WISCONSIN harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if AT&T WISCONSIN removes Collocator's equipment. Any equipment not removed in this time frame may be removed by

AT&T WISCONSIN and stored in a non- AT&T WISCONSIN location, at the expense of the Collocator.

- 10.18 Upon termination of the Virtual Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable(s) is not scheduled and removed within (30) calendar days after discontinuance of use, AT&T WISCONSIN may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.19 below. AT&T WISCONSIN 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 AT&T WISCONSIN 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.
- 10.19 If Collocator fails to remove its equipment and facilities from the Virtual Collocation Space within thirty (30) calendar days after discontinuance of use, AT&T WISCONSIN 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 AT&T WISCONSIN harmless from any and all claims, expenses, fees, or other costs associated with any such removal by AT&T WISCONSIN.

## 11. TEST AND ACCEPTANCE

- 11.1 Collocator and AT&T WISCONSIN will complete an acceptance walk-through visit of the Virtual Collocator's Space prior to turning the Virtual Collocation Space over to the Collocator's AT&T WISCONSIN Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by AT&T WISCONSIN as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at AT&T WISCONSIN expense.
- 11.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator will schedule a pre-performance visual inspection visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for visually inspecting the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the visual inspection that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed. Collocator shall be responsible for coordination with its AT&T WISCONSIN Approved Vendor

to be at the site for the visual inspection, acceptance testing and, when necessary, corrective work.

- 11.3 Prior to scheduled turn-up of the virtual collocated equipment, the Collocator will arrange to deliver to the AT&T WISCONSIN Central Office, or other pre-designated location by AT&T WISCONSIN, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their AT&T WISCONSIN Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.
- 11.4 Once the Collocator's equipment installation inspection is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its AT&T WISCONSIN approved installation contractor, AT&T WISCONSIN, and/or AT&T WISCONSIN vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, AT&T WISCONSIN will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.
- 11.5 All installations of equipment must be in accordance with the AT&T WISCONSIN TP76300MP standards and requirements for equipment and facility installations and subject to review by an AT&T WISCONSIN maintenance engineer for compliance. Should AT&T WISCONSIN maintenance engineer determine during their review that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed.
- 11.6 Collocator shall be responsible of coordination with its AT&T WISCONSIN Approved Vendor to be at the site for acceptance testing.
- 11.7 Upon successful completion of the testing as described in Section 11.4 above, AT&T WISCONSIN shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, AT&T WISCONSIN will begin to maintain and repair the virtual  
  
collocated equipment at the direction of the Collocator, if all training requirements have been met.
- 11.8 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from AT&T WISCONSIN to connect to the equipment.

**12. DELIVERY INTERVALS**

- 12.1 The delivery interval relates to the period in which AT&T WISCONSIN shall construct and turnover to the Collocator's AT&T WISCONSIN Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T WISCONSIN receives an accurate and complete Virtual Collocation Application from the Collocator. The delivery interval ends on the date AT&T WISCONSIN is ready to turnover the Virtual Collocation Space to Collocator's AT&T WISCONSIN Approved Vendor ("Delivery Date"). The Collocator must provide the AT&T WISCONSIN, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as AT&T WISCONSIN has received such response and payment. If the Collocator has not provided the AT&T WISCONSIN such response and payment by the twelfth (12th) calendar day after the date AT&T WISCONSIN notified Collocator its request has been granted, the application will be canceled. Virtual Collocation Space is not reserved until AT&T WISCONSIN's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by AT&T WISCONSIN with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T WISCONSIN from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Virtual Collocation is determined by AT&T WISCONSIN taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

Number of All Virtual Collocation Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Virtual Collocation Space Use	Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11-20	65 calendar days	85 calendar days	185 calendar days

- 12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals 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 the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by AT&T WISCONSIN from a Collocator within a ten (10) business day period shall be

treated as submitted at the same time for purposes of administering the above staggering intervals. Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T WISCONSIN.

12.2.1 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by AT&T WISCONSIN will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

12.3 The second fifty percent (50%) payment must be received by AT&T WISCONSIN prior to the space being turned over to the Collocator's AT&T WISCONSIN Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T WISCONSIN Approved Vendor by AT&T WISCONSIN.

12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

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

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

12.5 The cabling Augment interval is determined by AT&T WISCONSIN taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by AT&T WISCONSIN with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T WISCONSIN from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by AT&T WISCONSIN taking into consideration

the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

**Table (2)**

Number of All Cabling Augment Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation Use	Necessary Elements such as Iron/Racking and Power do not exist for Virtual Collocation Use
1 – 10	30 calendar days	60 calendar days
11-20	35calendar days	65 calendar days

12.6 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by AT&T WISCONSIN from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

12.6.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

12.7 For all Augments other than provided above, AT&T WISCONSIN will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

12.8 Within twenty (20) calendar days or mutually agreed upon time, from AT&T WISCONSIN's receipt of the confirmatory response in writing to continue

construction on the Virtual Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), AT&T WISCONSIN will schedule a walk through visit with CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

- 12.9 During AT&T WISCONSIN delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, AT&T WISCONSIN will notify Collocator that their AT&T WISCONSIN Approved Vendor will be allowed to do work in parallel with AT&T WISCONSIN throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AT&T WISCONSIN and follow AT&T WISCONSIN's Technical Publication for installation of equipment and facilities.
- 12.10 In responding to an application request that requires an ICB/NSCR, AT&T WISCONSIN shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

### 13. REPAIR AND MAINTENANCE OF EQUIPMENT

- 13.1 Except in emergency situations, and/or except when AT&T WISCONSIN network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting AT&T WISCONSIN LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, AT&T WISCONSIN may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to AT&T WISCONSIN central offices and AT&T WISCONSIN CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by AT&T WISCONSIN.
- 13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:
- 13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;
- 13.2.2 AT&T WISCONSIN Eligible Structure's CLLI, circuit identification and/or telephone number;
- 13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);
- 13.2.4 A detailed description of the trouble;

- 13.2.5 The name and telephone number of the Collocator's employee or Center that will cooperatively test with AT&T WISCONSIN at no charge to AT&T WISCONSIN; and
- 13.2.6 The type of the trouble.
- 13.3 When an AT&T WISCONSIN technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the AT&T WISCONSIN technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.
- 13.4 AT&T WISCONSIN is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by AT&T WISCONSIN is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair AT&T WISCONSIN owned equipment, AT&T WISCONSIN can use this test equipment for test operations directed by the Collocator. AT&T WISCONSIN assumes no liability for damage to Collocator's equipment caused by using AT&T WISCONSIN test equipment.
- AT&T WISCONSIN is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. AT&T WISCONSIN is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.
- 13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's AT&T WISCONSIN Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If AT&T WISCONSIN, working with the Collocator believes that it would be beneficial to allow the Collocator on site to aid in troubleshooting or restoring equipment, it will so request. Charges for an escort will apply in either situation and the Collocator must identify the employee and/or AT&T WISCONSIN Approved Vendor that will assist in the restoration.
- 13.6 The Collocator may request AT&T WISCONSIN to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide AT&T WISCONSIN with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.

- 13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, storage cabinet inventories, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's AT&T WISCONSIN Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, AT&T WISCONSIN shall perform repairs as described in Section 14 of this Appendix.
- 13.8 AT&T WISCONSIN is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of AT&T WISCONSIN personnel provided to the Collocator per Eligible Structure.

#### 14. MEAN TIME RESPONSE INTERVAL (MTRI)

- 14.1 AT&T WISCONSIN will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, AT&T WISCONSIN agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a AT&T WISCONSIN technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

14.1.1 **Priority 1 Tickets.** The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hour minimum callout Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m.; Saturday and Sunday; and Unmanned Offices. If the callout exceeds the 4-hour minimum, additional hours will be charged at the callout rate for the duration of the ticket. A Priority 1 Ticket is issued for the following reasons:

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

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

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

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

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

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

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

14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by the Collocator's AT&T WISCONSIN Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's AT&T WISCONSIN Approved Vendor has a current existing Installation Agreement (IA) for the installation being performed in the Central Office. All jobs as described above that are to be performed by AT&T WISCONSIN shall be requested through the LOC by the Collocator and completed at the direction of the Collocator. Collocator must identify the Manufacturer and/or AT&T WISCONSIN Approved Vendor performing the work.

14.2 Charges to install, repair, and maintain Collocator's equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If Collocator has not supplied sufficient replacement/installment part(s) or appropriate test equipment at the time AT&T WISCONSIN's technician is ready to begin work at a Central Office, AT&T WISCONSIN will close out the ticket. Collocator must generate another trouble report to request the repair, installation, and/or maintenance once such part(s) and/or equipment have been delivered to the Eligible Structure.

## 15. CASUALTY LOSS

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

15.1.1 The Virtual Collocation Space is rendered non-tenantable in whole or in part, AT&T WISCONSIN shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated; or

15.1.2 The Virtual Collocation Space is rendered non-tenantable in whole or in part

and such damage or destruction can be repaired within ninety (90) calendar days, AT&T WISCONSIN has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or AT&T WISCONSIN opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. AT&T WISCONSIN shall endeavor to relocate Collocator equipment to an alternative location.

- 15.2 Any obligation on the part of AT&T WISCONSIN to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation Space. Upon mutual agreement, when Collocator's space or equipment is damaged, the Collocator may arrange a visit with the LOC to inspect the condition and escort charges will apply. The Collocator must identify the employee(s) and/or AT&T WISCONSIN Approved Vendor that will attend in the visit.
- 15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, AT&T WISCONSIN at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

## 16. REMOVAL OF EQUIPMENT

- 16.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue 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, AT&T WISCONSIN may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation Space, forcibly if necessary, and there upon such Virtual Collocation arrangement shall terminate, without prejudice to any other remedies AT&T WISCONSIN might have. AT&T WISCONSIN may exercise this authority on an individual collocation space basis. AT&T WISCONSIN may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

## 17. LIMITATION OF LIABILITY

17.1 Collocator acknowledges and understands that AT&T WISCONSIN may provide space in or access to the Eligible Structure to other persons or entities (“Others”), which may include competitors of Collocator's; that such space may be close to the Virtual Collocation Space, possibly including space adjacent to the Virtual Collocation Space and/or with access to the outside of the Virtual Collocation Space. In addition to any other applicable limitation, AT&T WISCONSIN 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 AT&T WISCONSIN, and regardless of whether any claimed AT&T WISCONSIN liability arises in tort or in contract. Collocator shall save and hold AT&T WISCONSIN 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.

## 18. INDEMNIFICATION OF AT&T WISCONSIN

### 18.1 Indemnification of AT&T WISCONSIN

18.1.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless AT&T WISCONSIN the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against AT&T WISCONSIN where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of AT&T WISCONSIN or its employees.

## 19. NOTICES

19.1 Except in emergency situations, AT&T WISCONSIN shall provide Collocator with written notice five (5) business days prior to those instances where AT&T WISCONSIN or its subcontractors may be undertaking a major construction project

in the general area of the Virtual Collocation Space or in the general area of the AC and DC power plants which support the Virtual Collocation Space.

- 19.2 AT&T WISCONSIN will inform Collocator by telephone of any emergency-related activity that AT&T WISCONSIN or its subcontractors may be performing in the general area of the Virtual Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.
- 19.3 AT&T WISCONSIN will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. AT&T WISCONSIN shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.
- 19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

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

**Account Manager - Collocation  
2600 North Central Expressway  
6<sup>th</sup> Floor,  
Richardson, Texas 75080**

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

**Account Manager - Collocation  
350 N. Orleans St., 5<sup>th</sup> Flr.  
Chicago, Illinois 60654  
Fax: 312-527-2670**

If to Collocator:

**(FOR IN, WI, OH)  
Maribeth Bailey  
Time Warner Cable Information Services  
(Wisconsin), LLC  
Director-Interconnection Policy**

**290 Harbor Drive  
Stanford, CT 06902  
Fax: 203-328-4825**

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:

**CSC  
2600 North Central Expressway,  
6<sup>th</sup> floor,  
Richardson, Texas 75080**

If to Collocator:

**(FOR IN, WI, OH)  
Maribeth Bailey  
Time Warner Cable Information Services  
(Wisconsin), LLC  
Director-Interconnection Policy  
290 Harbor Drive  
Stanford, CT 06902  
Fax: 203-328-4825**

## **20. INSURANCE**

- 20.1 Collocator shall furnish AT&T WISCONSIN with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. AT&T WISCONSIN 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 AT&T WISCONSIN from and waives any and all right of recovery, claim, action or cause of action against AT&T WISCONSIN, 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, except for gross negligence of AT&T WISCONSIN, 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 AT&T WISCONSIN, and any rights of Collocator against AT&T WISCONSIN 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 AT&T WISCONSIN has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

- 20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased reasonably by AT&T WISCONSIN 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 AT&T WISCONSIN 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 AT&T WISCONSIN.
- 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 reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, AT&T WISCONSIN's obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for AT&T WISCONSIN 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 AT&T WISCONSIN's Property Insurance Company, if any, unless a recommendation is also applicable to AT&T WISCONSIN and AT&T WISCONSIN does not so conform in the Eligible Structure where the Virtual Collocation 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. PROTECTON OF SERVICE AND PROPERTY**

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

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

- 22.1 Every interconnection, service and network element provided hereunder, shall be subject to 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.